(22,885.)

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1911.

No. 809.

GEORGE W. CHOATE ET AL., PLAINTIFFS IN ERROR,

vs.

M. F. TRAPP, SECRETARY OF THE STATE BOARD OF EQUALIZATION, ET AL.

IN ERROR TO THE SUPREME COURT OF THE STATE OF OKLAHOMA.

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JUDD & DETWEILER (INC.), PRINTERS, WASHINGTON, D. C., OCTOBER 12, 1911.

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1 UNITED STATES OF AMERICA, *ss:*

The President of the United States to M. E. Trapp, secretary of the State Board of Equalization, et al., plaintiffs in error, and Honorable Charles West, Attorney General, and Honorable Charles Moore, Assistant Attorney General, counsel of record for plaintiffs in error, Greeting:

You are hereby cited and admonished to be and appear at the United States Supreme Court at Washington city, in the District of Columbia, on the 1st day of the October 1911 term thereof, pursuant to an order allowing a writ of error to the Supreme Court of the State of Oklahoma in that certain action, numbered 1856, in said Supreme Court of the State of Oklahoma, in which George W. Choate, et al., are Plaintiffs in Error, and in which M. E. Trapp, Secretary of the State Board of Equalization, et al., are Defendants in Error, the names of the Plaintiffs in Error, as well as the names of the defendants in Error, being too numerous to be set out in full, but for a complete list of the names of the Plaintiffs in Error and Defendants in Error, reference is hereby made to the transcript of the proceedings in said cause, to show cause, if any there be, why the decree and judgment rendered against said Plaintiffs in Error by the said Supreme Court of the State of Oklahoma, as in said order allowing said writ of error is set forth, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Samuel W. Hayes, Chief Justice of the Supreme Court of the State of Oklahoma, on this the 7th
2 day of August, 1911.

[Seal Supreme Court, State of Oklahoma.]

SAMUEL W. HAYES,
Acting Chief Justice of the Supreme Court of Oklahoma.

Attest:
W. H. L. CAMPBELL, *Clerk.*
By JESSIE PARDOE, *Deputy.*

Service of the above and foregoing citation in error is hereby acknowledged, on this, the 8 day of August, 1911.

CHARLES WEST,
Attorney General;
CHAS. L. MOORE,
Assistant Attorney General;
Attorneys of Record for the Defendants in Error.

3 [Endorsed:] No. —. Supreme Court of the United States. George W. Choate, et al., Plaintiffs in Error, vs. M. E. Trapp, Sec. of the State Board of Equalization, et al., Defendants in Error. Citation in error. Filed Aug. 8, 1911. W. H. L. Campbell, Clerk.

4 In the Supreme Court of the United States, October Term, 1911 . .

No. —.

GEORGE W. CHOATE et al., Plaintiffs in Error,
vs.
M. E. TRAPP, Secretary of the State Board of Equalization, et al., Defendants in Error.

Petition for Writ of Error.

To the Honorable Edward D. White, Chief Justice of the Supreme Court of the United States, and the Associate Justices of said Court:

Now come the Plaintiffs in Error herein, who were Plaintiffs in Error in the Supreme Court of the State of Oklahoma, and respectfully refer to and make a part hereof the Transcript of the Record in the Supreme Court of the State of Oklahoma, for a complete list of the names of the Plaintiffs in Error and of the Defendants in Error, said names being too numerous to set out in detail herein, and respectfully show unto this Honorable Court that in the Record and proceedings and in the rendition of the Decree in the above styled cause by the Supreme Court of the State of Oklahoma, it being the highest Court of said State, and the Court of last resort in said State, in the decision of the questions in controversy herein in which a decision could be had in said Court between the said George W. Choate and the other Plaintiffs in Error herein, and M. E. Trapp and the other Defendants in Error herein, manifest error occurred and was committed by the Supreme Court of the State of Oklahoma, to their damage, by reason whereof the Petitioners herein feel themselves aggrieved; that in the record and proceedings
5 of this cause in said Court it will appear that there was drawn in question the construction of Paragraph 16 of Section 29 of the Act of Congress approved June 28th, 1898, (30 Stat. L. 505), entitled "An Act for the Protection of the People of the Indian Territory, and for other Purposes," and that the Decision of the said Supreme Court of the State of Oklahoma was against the rights and the property and privileges of the Plaintiffs in Error herein, as set up and claimed by them under said Section, and that said above named Plaintiffs in Error, and each of them, claimed and asserted in said proceedings that by virtue of said Paragraph Sixteen of said Section Twenty-nine of said Act of Congress approved as aforesaid on the 28th day of June, 1898, that their allotments and each of their allotments received by them in the distribution of the Tribal lands of the Choctaw and Chickasaw Tribes of Indians under and by virtue of said Act of Congress, as set forth in the Record of said proceedings, were exempted from taxation so long as the title thereto remained in them as the original allottees thereof, but not exceeding a period of

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twenty-one years from the dates of the Patents or Deeds which had theretofore been executed and delivered to said Petitioners in Error, and that said period of twenty-one years has not expired as is shown by the Record of said proceedings in said cause.

The Plaintiffs in Error further respectfully show that in said proceedings and on the trial of said cause in said court, they and each of them denied the validity and obligation of the first clause of Section 4 of the Act of Congress approved May 27th, 1908, (35 Stat. L. 312), entitled "An Act for the Removal of the Restrictions from a part of the Lands of the Allottees of the Five Civilized Tribes, and for other purposes," in so far as the provisions of said first

6 clause of said Section 4 of said Act of Congress attempted to violate the exemption from taxation of the lands allotted to the said Plaintiffs in Error, and in so far as said Act of Congress of May 27th, 1908, attempted to violate the *the* exemption privilege and right guaranteed to them by said Act of Congress, approved June 28th, 1898, above referred to, whereby the allotments of the said Plaintiffs in Error were exempted from taxation, and said last mentioned Act of Congress and said later Act of Congress approved May 27th, 1908, attempted to subject said allotments of the Plaintiffs in Error to taxation, and that the said Plaintiffs in Error denied that said first clause of said Section 4 of said Act of Congress of May 27th, 1908, was intended to or did violate the right and privilege of the Plaintiffs in Error to hold their said allotments exempt from taxation; and the said Plaintiffs in Error respectfully show to this Honorable Court that the decision of the Supreme Court of the State of Oklahoma in said cause denied and deprived the said Plaintiffs in Error and each of them — the rights and privileges guaranteed to them by said Act of Congress of June 28th, 1898, in this:

That the Supreme Court of the State of Oklahoma held that the allotments and each of the allotments of the Plaintiffs in Error were subject to taxation under the laws of the State of Oklahoma, and that in said decision of the Supreme Court of the State of Oklahoma the said first section of the Act of Congress approved May 27th, 1908, was wrongfully construed to apply to the allotments of the Plaintiffs in Error and to subject them to taxation under the laws of the State of Oklahoma, and that thereby the rights and privileges of the Plaintiffs in Error and each of them were taken from them by the decision of said Supreme Court of the State of Oklahoma, contrary to law and contrary to the Constitution of the United States

7 thereby depriving them of their property without due process of law, and denying to the said Plaintiffs in Error and each of them the equal protection of the law.

Wherefore, Petitioners pray that they and each of them be allowed a Writ of Error, and that the Transcript of the Record and proceedings and papers upon which the orders and decrees of said Supreme Court of the State of Oklahoma were made, duly authenticated, by sent to the Supreme Court of the United States, at Washington, D. C., in accordance with the rules of procedure of said Court as in such case made and provided, and that the same be inspected and

corrected by this Honorable Court, as the law and justice of the case requires should be done.

J. F. McMURRAY,
W. A. LEDBETTER,
Attorneys for Plaintiffs in Error.

8 [Endorsed:] No. 1856. In the Supreme Court of the United States, October Term, 1911. George W. Choate, et al., Plaintiffs in Error, vs. M. E. Trapp, Secretary of the State Board of Equalization, et al., Defendants in Error. Petition for writ of error. Filed Aug. 4, 1911. W. H. L. Campbell, Clerk. J. F. McMurray and W. A. Ledbetter, Attorneys for Plaintiffs in Error.

9 In the Supreme Court of the United States, October Term, 1911.

No. —.

GEORGE W. CHOATE et al., Plaintiffs in Error,
vs.
M. E. TRAPP, Secretary of the State Board of Equalization, et al., Defendants in Error.

Assignments of Error.

Come now the Plaintiffs in Error herein, who were Plaintiffs in Error in the Supreme Court of the State of Oklahoma, and respectfully refer to and make a part hereof the Transcript of the Record in the Supreme Court of the State of Oklahoma for a complete list of the names of the Plaintiffs in Error, and of the Defendants in Error, said names being too numerous to set out in detail herein, and respectfully show that in the record and proceedings of said cause in the Supreme Court of the State of Oklahoma, errors to the great damage and wrong of the Plaintiffs in Error herein and to the prejudice of their rights were committed as follows:

First. The said Supreme Court erred in deciding that Paragraph 16 of Section 29 of an Act of Congress, approved June 28th, 1898, (30 Stat. L. 505), entitled "An Act for the Protection of the People of the Indian Territory, and for other Purposes," commonly known as the Atoka Agreement, did not vest in the Plaintiffs in Error a valuable vested property right. That is to say: The exemption of
10 the allotments held by them as members of the Choctaw and Chickasaw Tribes of Indians from Taxation in and by the State of Oklahoma, while the title thereto remains in them and each of them, as the original allottees thereof, not however, exceeding twenty-one years from the dates of the Patents granting said allotments to the Plaintiffs in Error, said allotments and the patents therefor having been made and executed to the Plaintiffs in Error and each of them pursuant to the laws of the United States and the Treaties and Agreements made between the United States and the Choctaw and Chickasaw Tribes of Indians.

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Second. That the Supreme Court of the State of Oklahoma erred in its decision and in holding that the exemption of the allotments of the Plaintiffs in Error as granted and conferred on the Plaintiffs in Error and each of them by the said Sixteenth Paragraph of Section Twenty-nine of said Act of Congress of June 28th, 1898, does not constitute a contract between the Plaintiffs in Error on the one side, and the Chickasaw and Choctaw Indians and the United States on the other side, vesting in the Plaintiffs in Error, upon a valuable consideration, property rights which cannot be impaired or violated by subsequent legislation by the Congress of the United States or by the State of Oklahoma; and the Supreme Court of the State of Oklahoma erred in holding that the Act of Congress approved May 27th, 1908, was applicable to the allotments of the Plaintiffs in Error, and each of them, and deprived them of their right and privilege of holding their allotments free of taxation in the State of Oklahoma.

Third. The said Supreme Court of the State of Oklahoma erred in holding and deciding that said paragraph Sixteen of said Section Twenty-nine of the Act of Congress approved June 28th,
11 1898, does not vest in the Plaintiffs in Error and each of them an absolute and indefeasible property right, constituting a contract, which is protected against impairment by Section 10 of Article I of the Constitution of the United States, and by the Fifth and Fourteenth Amendments to the Constitution of the United States; and the said Supreme Court of the State of Oklahoma further erred in deciding that such exemption rights, privileges and immunities as were conferred on them and their allotments as allottees of the Chickasaw and Choctaw Tribes of Indians in the Act of Congress aforesaid, were mere gratuities, resting upon no consideration and subject to be withdrawn by the Legislative Department of the Government, notwithstanding the said Plaintiffs in Error and each of them were, at the time of the institution of this action in the Court below and the Decision of the Supreme Court of the State of Oklahoma, citizens of the United States, citizens of the State of Oklahoma, holding title in fee simple to their said allotments.

Fourth. The said Supreme Court of the State of Oklahoma erred in deciding that the first clause of Section 4 of an Act of Congress approved May 27th, 1908, (35 Stat. L. 312), was intended by Congress to subject the allotments of the Plaintiffs in Error in controversy herein to taxation and erred in failing to decide that said allotments should be exempt from the operation of said last mentioned Statute, and in not holding that said last mentioned Statute was not applicable to the allotments of the Plaintiffs in Error and each of them, and the said Supreme Court of the State of Oklahoma erred in not holding that said last mentioned statute was applicable only to lands allotted to members of the Choctaw and Chickasaw Tribes of Indians after they had exercised the right of alienation therein conferred upon allottees.

12 Fifth. The Supreme Court of the State of Oklahoma erred in deciding that the said Fourth Section of the Act of May 27th, 1908, if intended to apply to the allotments of the Plaintiffs in

Error and each of them, was a valid and constitutional exercise of Legislative power.

Sixth. That the Supreme Court of the State of Oklahoma erred in denying to Plaintiffs in Error and each of them the rights, privileges and immunities granted to them and each of them by said Act of Congress, approved June 28th, 1898, and in deciding against their contention under said Act of Congress that the allotments held by them should be and remain exempt from taxation so long as they held the title thereto as allottees; and erred in sustaining and confirming the judgment of the trial Court, wherein the trial Court sustained a demurrer to the Original Petition and rendered judgment against the Plaintiffs in Error, holding their said allotments subject to taxation, and depriving them of the rights, privileges and immunities granted to them and their allotments under said Act of Congress of June 28th, 1898, and in adjudging the costs of the action against them; and the said Supreme Court of the State of Oklahoma erred in not reversing the said Judgment of the trial Court in this cause.

Wherefore, by reason of the errors above referred to and other manifest errors appearing in the record, the said Plaintiffs in Error and each of them pray that the judgment of the Supreme Court of the State of Oklahoma be reversed, set aside and held for naught, and that a judgment and decree be rendered in favor of the Plaintiffs in Error and each of them, holding their said allotments to be
13 free and exempt from taxation under the Constitution and laws of the State of Oklahoma, and that the Plaintiffs in Error be awarded judgment for costs.

J. F. McMURRAY,
W. A. LEDBETTER,
Solicitors for Plaintiffs in Error.

14 [Endorsed:] No. 1856. In the Supreme Court of the United States, October Term, 1911. George W. Choate, et al., Plaintiffs in Error, vs. M. E. Trapp, Secretary of the State Board of Equalization, et al., Defendants in Error. Assignments of Error. Filed Aug. 4, 1911. W. H. L. Campbell, Clerk. J. F. McMurray, and W. A. Ledbetter, Solicitors for Plaintiff in Error.

15 In the Supreme Court of the United States, October Term, 1911.

No. —.

GEORGE W. CHOATE et al., Plaintiffs in Error,
vs.
M. E. TRAPP, Secretary of the State Board of Equalization, et al., Defendants in Error.

Writ of Error.

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in said Court before you, or some of

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you, between George W. Choate and others, as Plaintiffs in Error, and M. E. Trapp, Secretary of the State Board of Equalization of the State of Oklahoma, and others, as Defendants in Error, the names of said Plaintiffs in Error and Defendants in Error being too numerous to be set out in full herein, and for a complete list of the names of the Plaintiffs in Error and the names of the Defendants in Error, reference is hereby made to the Transcript of the proceedings in the Supreme Court of the State of Oklahoma, your Court being the highest Court in the State of Oklahoma having jurisdiction to render judgment in the case, there was drawn in question the construction of Paragraph 16 of Section 29 of the Act of Congress, approved June 28th, 1898, (30 Stat. L. 505), and the Decision was against the right, claim, immunity and privilege especially set out and claimed by the said Plaintiffs in Error under said Sixteenth Paragraph of said Section 29 of the said Act of Congress, approved June 28th, 1898, aforesaid, and there being also
16 drawn in question in said cause the validity of the first clause of Section 4 of the Act of Congress, approved May 27th, 1908, (35 Stat. L. 312), the decision of which question by the Supreme Court of the State of Oklahoma was against the contentions, rights, claims, privileges and immunities of Plaintiffs in Error, there being manifest error in said decision, greatly to the damage of said above named Plaintiffs in Error, we being willing that if there is such error it should be duly corrected, we, therefore, command you if judgment be therein given under the seal of your Court, you send the record and proceedings had in said cause to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, D. C., on the 31st day of August, 1911, in the Supreme Court of the United States, to be then and there held that such record may be inspected by the said Supreme Court, and to the end that justice may be done.

Witness Honorable Edward D. White, Chief Justice of the Supreme Court of the United States, this First day of August, 1911.

[The Seal of the Circuit Court of the United States, Western District of Oklahoma.]

HARRY L. FINLEY,
Clerk of the Circuit Court of the United States for the Western District of Oklahoma.

Allowed, on giving bond as required by law to secure costs in the sum of Twenty Five Hundred & no/100 Dollars, by,

SAMUEL W. HAYES,
Acting Chief Justice of the Supreme Court of Oklahoma.

Attest:

[Seal Supreme Court, State of Oklahoma.]

W. H. L. CAMPBELL, *Clerk.*
By JESSIE PARDOE, *Deputy.*

COPY

Return.

UNITED STATES OF AMERICA,
State of Oklahoma, ss:

In obedience to the command of the within writ I herewith transmit to the Supreme Court of the United States a duly certified
17 transcript of the record and proceedings in the above cause, with all things concerning the same.

In Witness Whereof I hereby subscribe my name and affix the seal of the said Court, at office in City of Oklahoma, this 8" day of August, 1911.

[Seal Supreme Court, State of Oklahoma.]

W. H. L. CAMPBELL,
Clerk Supreme Court, State of Oklahoma,
By JESSIE PARDOE, *Deputy.*

18 [Endorsed:] No. —. In the Supreme Court of the United States, October Term, 1911. George W. Choate, et al., Plaintiffs in Error, vs. M. E. Trapp, Secretary of the State Board of Equalization, et al., Defendants in Error. Writ of Error. Filed Aug. 4, 1911. W. H. L. Campbell, Clerk.

19 *Power of Attorney from Equitable Surety Company to Boone Williams & B. S. Utterback, Oklahoma City, Oklahoma Co., Oklahoma.*

Know all men by these presents: that the Equitable Surety Company, a corporation duly incorporated under the laws of the State of Missouri, and duly authorized to act as sole surety, in pursuance of the following resolution which was passed by the Board of Directors of the Company, at a meeting held April 5th, 1911, to-wit:

"Resolved, that the President or any one of the Vice-Presidents in conjunction with the Secretary or Assistant Secretary, be, and are hereby authorized to appoint and empower agents of the Company to make, execute and deliver on behalf of the Company any bond or undertaking, which the Company is authorized by law to issue."

has made, constituted and appointed, and by these presents do hereby make, constitute and appoint Boone Williams & B. S. Utterback its true and lawful attorney-in-fact to make, execute and deliver for and on behalf of said corporation, as surety, in its name, place and stead, bonds, undertakings or writings obligatory in the nature thereof in case of George W. Choate, et al., Plaintiffs in Error, vs. M. E. Trapp, Secretary of the State Board of Equalization, et al. In penalty of Twenty-five Hundred Dollars. Said bond to be executed for the Company by either Boone Williams or B. S. Utterback, Attorney in Fact. It being the intention of this Power of Attorney to fully authorize the said Boone Williams & B. S. Utterback to sign the name of said corporation, as surety, to any and all such Bonds,

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undertakings or writings obligatory in the nature thereof; and the said corporation hereby approves, ratifies and confirms all that its said Attorney-in-fact, may do or lawfully cause to be done in the premises by virtue of these presents.

In testimony whereof the Equitable Surety Company has caused these presents to be signed by its Vice-President, with its Corporate Seal hereunto affixed, attested by its Secretary, — Second day of August, 1911.

20 EQUITABLE SURETY COMPANY,
[SEAL.] By J. L. HUMPHREY, *Vice-President.*

Attest:
WALTER H. WEST, *Secretary.*

STATE OF MISSOURI,
City of St. Louis, ss:

Before me, a Notary Public, in and for the City and State aforesaid on this Second Day of August, 1911, personally appeared J. L. Humphrey, to me known to be the identical person who subscribed the name of the Equitable Surety Company to the foregoing instrument as its Vice-President and acknowledged to me that he executed the same as his free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notorial seal, the day and year above written.

LENA E. BAER,
[SEAL.] *Notary Public, City of St. Louis, Missouri.*

My term expires May 19, 1913.

21 STATE OF OKLAHOMA,
County of Oklahoma, ss:

Know all men by these presents that we, George W. Choate, and the other Plaintiffs in Error, in case No. 1856 heretofore pending in the Supreme Court of the State of Oklahoma, entitled George W. Choate, et al., vs. M. E. Trapp, Secretary of the State Board of Equalization, et al., (the number of Plaintiffs in Error being too numerous to set out in full) as principal, and the Equitable Surety Company as surety, are held firmly bound unto the said M. E. Trapp, Secretary of the State Board of Equalization, and the other Defendants in Error (whose names are too numerous to set out in full, and for a complete list of the names of both the Plaintiffs in Error and the Defendants in Error, reference is hereby made to the transcript of the record in the above styled cause) in the sum of Two Thousand Five Hundred Dollars ($2500.00) to be paid to the said obligees, their successors, representatives and assigns; to the payment of which well and truly to be made we hereby bind ourselves, our heirs, executors, and administrators, jointly and severally by these presents.

Sealed with our seals, and dated on this, the 1st day of August A. D. 1911.

OPY

Whereas, the above named Plaintiffs in Error have prosecuted a writ of Error in the Supreme Court of the United States to reverse the judgment and decision rendered in the above entitled action by the Supreme Court of the State of Oklahoma,

Now, therefore, the condition of this obligation is such that
22 if the above named Plaintiffs in Error shall prosecute their Writ of Error to effect, and answer, and pay all costs, and if they shall fail to make good their plea, then this obligation shall be void; otherwise, to remain in full force and effect.

GEORGE W. CHOATE AND OTHERS,
Plaintiffs in Error.
By Their Attorneys, J. F. McMURRAY AND
W. A. LEDBETTER.

Surety:
EQUITABLE SURETY COMPANY,
By B. S. UTTERBACK,
Attorney in Fact.

[SEAL.]

STATE OF OKLAHOMA,
County of Oklahoma, ss:

On this the — day of August, 1911 before me, the under-signed Notary Public in and for Oklahoma County, State of Oklahoma, personally appeared —— —— known to me to be the person described in, and who executed the foregoing bond, and acknowledged to me that he executed the same as his free act and deed.

——— ———.
Notary Public of Oklahoma County.

My commission expires —.

I hereby approve the foregoing bond and surety, this the 4th day of August, 1911.

SAMUEL W. HAYES,
Acting Chief Justice of the State of Oklahoma.

Endorsed as follows: No. 1856. Writ of Error Bond. Filed Aug. 4, 1911. W. H. L. Campbell, Clerk.

23 In the Supreme Court of the State of Oklahoma.

No. 1856.

GEORGE W. CHOATE et al., Plaintiffs in Error,
vs.
M. E. TRAPP, Secretary of the State Board of Equalization, Defendants in Error.

Petition in Error.

Now comes George W. Choate and each and all of the other parties plaintiff in the court below, who are plaintiffs in error in this

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court, and respectfully allege that on the trial of this cause in the Superior Court in and for Logan County, the following errors occurred, to-wit:

First. The Court erred in sustaining the demurrer of the defendants in error to the petition of the plaintiffs in error and in rendering judgment, dissolving the temporary injunction or the restraining order theretofore issued in this cause.

Second. Because the court erred in rendering judgment in the court below dismissing this action and rendering judgment against the plaintiffs for costs in the action; that said judgment deprived the plaintiffs of their property as alleged in the petition in the court below, contrary to the Constitution and laws of the United States and contrary to the Constitution and laws of the State of Oklahoma, as fully set forth in the 4th, 5th, 6th, 7th, 8th, and 9th paragraphs of the petition in the court below.

Third. Said plaintiffs in error herewith file a transcript of the record in this cause in the court below and pray that the said judgment of the Superior Court in and for Logan County be in all things reversed and that the injunction as prayed for in the court below be granted.

Respectfully submitted,

J. F. McMURRAY AND
W. A. LEDBETTER,
Att'ys for Plaintiffs in Error.

Filed Jul- 12, 1910.
W. H. L. CAMPBELL, *Clerk.*

24 In the Superior Court of Logan County, Oklahoma.

Case No. 96.

GEORGE W. CHOATE et al., Plaintiffs.
vs.
M. E. TRAPP, Secretary of State Board of Equalization, et al., Defendants.

TRANSCRIPT.

Filed July 12, 1910.
W. H. L. CAMPBELL, *Clerk.*

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26 In the Superior Court of Logan County, Oklahoma.

Case No. 96.

GEORGE W. CHOATE et al., Plaintiffs,
vs.
M. E. TRAPP, Secretary State Board of Equalization, et al., Defendants.

Be it remembered, That on the 7th day of October, A. D., 1909, there was filed in the Office of the Clerk of the Superior Court of Logan County, Oklahoma, for record in the premises, the Petition of the Plaintiffs, setting forth the cause of action of the plaintiffs against the Defendants herein, which said petition was by leave of Court first had and obtained amended, by filing additional lists of plaintiffs to said Petition, and which said Petition, so amended, and upon which said cause was heard, is in letters and writings as follows, to-wit:

27 In the Superior Court of Logan County, State of Oklahoma.

GEORGE W. CHOATE et al., Pittsburg County; CHARLES LE FLORE et al., Atoka County; E. K. Gills et al., Coal County; Thomas B. Langford et al., Hughes County; James Harkins et al., Choctaw County; J. H. Miller et al., Pushmataha County; William H. Harrison et al., McCurtain County; Tandy C. Walker et al., Pontotoc County; Edward B. Johnson et al., McClain County; James Gardner et al., Garvin County; Thomas P. Howell et al., Murray County; John B. Criner et al., Carter County; Mamie W. Richie et al., Love County; George W. Scott et al., Haskell County; Laura Shannon, Samuel Foster, et al., Grady County; Thomas Ryan et al., Jefferson County; Holmes Willis et al., Marshall County; Josephine Stone et al., Stephens County; Robert L. Murray et al., Bryan County; Martin V. Cheadle et al., Johnston County, Plaintiffs;

Archer, Charles E.
Archer, Mary A.
Askew, Luther
Anderson, Bethel E.
Anderson, Myrtle S.
Anderson, John Gilbert
Anderson, Joshua
Bench, Sallie
Bowlin, Maggie E.
Bowlin, Tressa
Bowlin, Stella Durham
Beaver, Clarence Amos
Beaver, Nellie V.
Beaver, Myrtle A.
Byrd, Lonnie E.
Byrd, Lula May
Byrd, Roy Neal
Byrd, Benjamin Franklin, Jr.
Byrd, Daisy Monette
Bohanan, Harmon J.
Bohanan, Lula
Bohanan, James
Bohanan, Lillie
Bohanan, Harmon J., Jr.
Bohanan, Mabel
Brashears, George
Brashers, Edmond
Bearden, Charles E.

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Beaver, Hazle C.
Beaver, Claudy D.
Beaver, Herbert H.
Bell, King
Bell, Zola Alice
Bell, Theta Lee
Brown, J. M.
Brown, Rector
Belk, Belle
Belk, Alva Thomas
Byrd, James M.
Byrd, Ida
Byrd, Eugean
Byrd, Chester Temple
Byrd, Thelma Marie
Byrd, B. F.
Bearden, Bessie
Bearden, Flora O.
Bearden, Oscar P.
Bearden, Florence
Bearden, Beulah B.
Bohanan, Thomas B.
Bohanan, Alice
Bohanan, Harmon J.
Bohanan, Thomas Briggan
Bohanan, Norma D.
Bennett, Mary Jane, nee Locke
Bennett, Hattie
Bennett, Roy M.
Bales, William S.
Bales, Mary E.
Bales, William Walter

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Bales, Elihu B.
Bales, Maud E.
Bales, Sylma
Bailey, Ada E. (Cox)
Brown, Naomi
Brittenberg, Don A.
Brittenberg, James N.
Burnes, Dalton R. S.
Billy, Dennis
Billy, Gilbert
Brown, Juda
Brown, Pinkey
Brown, Pearl
Brown, Eddie
Bell, Davis, Jr.
Bohanan, Cleopatra
Bohanan, Francile R.
Blankenship, James V.
Butler, Pearl
Briggs, Alvin
Briggs, Earnest
Briggs, Minnie
Brawdy, Johnson
Brawdy, Dave
Bourland, James Patrick
Burris, Lemuel Colbert
Burris, Emily
Bohanan, Victoria M.
Bohanan, Jesse J.
Beard, William F.
Beard, Mary Jane
Campbell, Lucy, now Morgan
Colbert, Lula, now Hubbard
Chase, Nancy
Cash, Annie M., nee Kendrick
Cash, Henry G.
Carey, Susan, nee Bacon
Carey, Josephine F.
Collins, Sarah
Collins, Dan
Collins, Charley H.
Collins, Clara H.
Christian, Walter
Caton, Bernice
Camp, Richard T.
Camp, Josephine
Camp, William R.
Curtis, Laurabella
Curtis, John-ie
Curtis, Homer
Curtis, Harry
Colbert, Simon
Colbert, Osie, nee King
Coffee, Lelia J., nee Kendrick
Campbell, John
Collins, Audrey B., now Hanway
Collins, Hettie
Collins, Virnon
Collins, Dan
Cooper, Stephen
Cooper, Austin Albro
Conner, Ada B.
Collins, James P.
Dunn, William M.
Dunn, Annie
Dunn, Lillian G.
Dunn, Zelia
Dunn, William Alred

Coleman, Eddie
Crawford, Willie A.
Campbell, Anita
Campbell, John F.
Campbell, —
Campbell, —
Campbell, —
Campbell, —
Campbell, —
Colbert, Benjamin F.
Carter, Lawrence
Cordell, J. H.
Cordell, Ethel D.
Cordell, Ethel May
Cordell, Rello Olinska

Colbert, Ada
Collins, Ed.
Creecy, Eula Bell
Creecy, Douglas D.
Creecy, Winnie W.
Cravatt, Doshia
Cravatt, Ramona
Combs, Sarah
Combs, Edward
Combs, Buster
Combs, Jesse J.
Combs, Cora E.
Combs, John-ie
Combs, Thomas Lee Edward

29

Ervin, Walter P.
Ervin, Abraham A .
Ervin, Turner L.
Ervin, Emmett
Ervin, Hattie
Ervin, Mark H.
Ervin, Archer Roy
Ervin, Rena Pauline
Everidge, M. V.
Everidge, Mintie
Everidge, F. W.
Everidge, D. C.
Everidge, Robert T.
Everidge, Lula
Everidge, E. M., Jr.
Everidge, David H.
Everidge, Effie
Everidge, Eva Laura
Everidge, Sophia
Eaves, R. J.

Dunn, Arthur Ward
Dunn, Allen Yates
Dunn, Salina
Dodson, W. E.
Dukes, Leita G.
Dukes, Dee H.
Dukes, Loren D.
Dukes, Stella
Dukes, J. Herbert Hinds
Dukes, Mabel
Dukes, Pollie
Dalton, Eva, nee Wilson
Dobson, Jewel Sumpter
Davis, Linnie K.
Davenport, Julia A., now Chisholm
Dare, Charles William
Davis, Reggie Ruth
Davis, Lillie G., now Quinlan
Ervin, Eddie E.
Ervin, Rudy
Ervin, Willie May
Ervin, Dave
Ervin, Lonnie
Ervin, Florence
Ervin, Meloney
Ervin, Columbus C.
Ervin, Lizzie H.
Ervin, Joel E.
Ervin, Myrtle M.

Garland, Raymond
Garland, Levina
Garland, Myrtle
Garland, Grace
Garland, Virginia
Garland, Willie
Goad, Myrtle J., nee Burkes
Gravitt, Maggie
Gravitt, Edna
Gravitt, Mary
Gravitt, Maggie Idell
Gravitt, Thomas
Gravitt, Johnnie
Goddard, James M.
Harris, Robert M., Jr.
Harris, Katy, nee Lee
Hawley, Arthur E.
Harris, Calvin Q.
Harris, Ivie Myrtle
Harris, Tarie E.

POOR CO

Eaves, Rosa
Eaves, Burk H.
Eaves, Bessie B.
Eakin, Lorinda Melvina, *nee* Bourland
Felkner, Sarah, *nee* Townsend
Fowler, Hosea L.
Fowler, Sarah
Fowler, Rosetta
Fowler, Moses
Folsom, Daisy
Folsom, Minnie
Folsom, Alice
Folsom, Israel R.
Flemming, Joe
Folsom, Sidney L.
Folsom, Ruth H.
Fry, Sammie J.
Fennel, Vannie Elizabeth
Folsom, John
Folsom, Catherine
Folsom, Jacob
Folsom, Leonidas
Folsom, Lila May
Gray, Malina, nee Dick
Grubs, Will
Garland, Osborne
Garland, William Martin
Graham, E. G.
Graham, Minerva
Grant, Tom
Grant, Mardie
Grant, Tom S.
Grant, Charley W.
Green, Beatrice, *nee* Lee
Goforth, Honora
Gammon, Pearl, nee Odell
Gilstrap, J. F.
Gilstrap, Clua
Gilstrap, Wheeler
Garland, William G.
Garland, Mary L.
Garland, Joseph Garrett
Garland, James C.

30

Harrison, Lewie S.
Holleman, Clittie Elizabeth
Harkins, John G.
Hill, Edgar
Hill, Nancy A.
Hays, John S.
Hays, Thomas Wesley
Huckabay, Ethel L., nee Kreiger
Hays, John
Harrell, Pious D.

Harkins, James
Harkins, Viney
Harkins, Silas
Harkins, Lena
Harkins, Novie
Harkins, Susie
Harkins, Carrie
Harkins, Richard
Hibben, T. D.
Hibben, Mary
Hibben, Samuel L.
Hibben, Eliza W.
Hibben, William T.
Hibben, Francis H.
Hibben, George W.
Hibben, Mary G.
Hart, Eastman
Hart, Mattie
Hart, Gertrude
Hill, Jefferson W.
Hill, Jennie
Hill, Floy May
Hill, Eunice
Hoover, D. H.
Hoover, Rose
Hoover, Thelma
Hilton, C. N.
Hilton, Minnie
Hilton, Loma R.
Hughart, Clarence C.
Hughart, Levi C.
Hughart, Birdie E.
Hughart, Odie
Hughart, Boyd
Hoyt, Lizzie
Hoyt, Flossie Lee
Hoyt, Homer
Hoyt, Olin V.
Harrison, Albert

Kay, Charley
Kingsberry, George H.
Kingsberry, Mamie Nettie
Kingsberry, Robert
Kingsberry, Minnie H.
Kingsberry, Sallie
Kingsberry, William

Hewett, Joseph C.
Harris, Bennie
Harlin, Belton
Harlin, Ruth G.
Harlin, Delter
Harlin, George
Impson, David D.
Impson, Troy Sylvester
Johnson, Fletcher Frazier
James, Willie C.
James, Rhoda, *nee* Vinson
Johnston, Douglas H.
Johnston, Bettie H.
Johnston, Juanita
Johnston, Douglas H., Jr.
Jones, John G.
Jones, Perry B.
Jacobs, Nita
Jones, Luceta
Jones, Frank W.
Jones, Floyd
Jones, Fredericka
Jones, Cleo
Jenkins, Pearl M., nee Folsom
Jackson, John D., nee Loving
Johnson, Goaly, nee Autrey
Jones, Eaman Mays
Jones, Ervin Murray
Kemp, A. C.
Kirkendall, Sarah Mandy
Knight, Agnes, nee Battiest
Knight, Mary Violetta
Kirkpatrick, James C.
Kirkpatrick, Rena
Kirkpatrick, Dewey M.
Kirkpatrick, Lee Roy
Kirkpatrick, Alexander
Kirksey, Bettie M.
Kirksey, John Clifton
Kirksey, Pearl
Kinslow, Jenison T.
Kinslow, Magnettie
Kinslow, Nellie
Kinslow, Levirgie
Kemp, Cordelia
Killingsworth, Rosana
Killingsworth, Ellene Ora
Killingsworth, Louis M.
King, Emma
King, Willie
King, Gilbert
King, Oscar
Kingsberry, Ruthie
Kingsberry, Charley
Kingsberry, Joel
Kingsberry, Jessie Corinne
Kingsberry, Willie May
Lergnier, Annie B.
Labor, Elliston
Labor, Thornton
Locke, Susan
Locke, Crystal
Love, Phebe H.
Lewis, Elmer L.
Leflore, Susan
Lannom, W. R.
Lannom, Cordelia
Lannom, Annie Myrtle
Lannom, Bertha
Lannom, Leona James
Leader, Aaron
Logan, Zona, nee Free
Love, Isaac Newton
Lane, Allie
Lane, Nicie E.
Lane, Myrtle Catherine
Lane, Dawie Ophelia
Lane, Callie
Lane, Allie
Long, Rowena
Lowe, Ella I.
Lowe, Alvin H.
Lowe, Elmer
Locke, Josie
Locke, Jimmie Susan
McMenamin, Loura Lee, now Bell
McCaughey, J. C.
Martin, Ida K., now Bridwell
McGee, Willie, now Orr
McBride, Lovica C.
Meely, Jim
Meely, Lula
Meely, Amos
Meely, Fannie
Murray, J. A.
Murray, C. L.
Murray, H. C.
Murray, Frankie L.
McAffey, Pearl
McCollum, James R.
McCollum, Clara L.
Mitchell, William F
Gooding, Rosa A.
Gooding, Virginia Belle

POOR CO

King, Ella
Kendrick, Henry L.
Kay, Fred

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McDaniel, Annie
McDaniel, Lula
McDaniel, Amy
McClure, Newton
McClure, Laura
McClure, Lydia

McClure, Isaac W.
McClure, Cohus W.
McDaniel, Alice, now Fry
McCall, Mamie
McCall, William Aubrey
McCall, Cora B.
McCall, Etta A.
McDuffee, E. Harvey
McDuffee, Rebecca
McDuffee, Myrtle
McDuffee, Mora
McDuffee, Ben
McDuffee, Indianola
Merriman, Crecy
McCalla, Joseph Bailey
McCalla, Emma, nee Bailey
Moutray, Matthew George
Moore, T. D.
Moore, N.
Moore, Robert T.
Moore, Benjamin O.
Moore, Henrietta
Moore, Willis Edgar
McIntosh, John
McKinney, Oyd
McKinney, Georgie
McKinney, Leona
McKinney, William
McAlester, James Jackson
McAlester, Rebecca
McAlester, Rebecca Leo
McAlester, James J., Jr.
McAlester, William Berry
McAlester, James Burney
McCoy, Joe
McCoy, Edwin G.
Merry, Annie M., nee Oakes
Murray, George G.
Murray, Laura
Murray, Helen

McDaniel, William
McDaniel, Robert
McDaniel, Jesse

McCarty, Sample
McCarty, Claudie E.
McCarty, Mattie L.
McCarty, Jefferson
McCarty, Mary Elizabeth, nee Keith
McCarty, James William
Morris, Robert
Morris, Corinne S. M.
McCurtain, Ruthie
Morris, Lewicey, nee Curtis
Miller, Edgar P.
Miller, Maggie M.
Miller, Ruby M.
Miller, Lucretia R.
McAlvain, Louisa
McAlvain, David W.
McAlvain, Andy C.
McIlwain, Thomas J.
Mead, Sandifer Minor
Mead, Minor, Jr.
Mead, Abigail
McKinny, Benjamin Alex.
McCullough, Quintella, nee Lindsey
McCullough, Vivian May
McLaughlin, George W.
McLaughlin, Sampson
McLaughlin, Walter
McLaughlin, Claude
Mayer, George
McMurtry, Clyde
McMurtry, Della
McClure, Mary F.
McClure, Artemissa
McClure, Josephine
Mays, T. G.
Mays, —
Mays, —
Mays, —
Moore, E. M.
Moore, Jessie E.
Moore, Carrie Imogene
Mitchell, John Allen
Mitchell, Emma
Mitchell, Allen Yates

)PY

Murray, Gordon
McLish, Otwell
Moore, Jessie L., nee Johnson
Moore, William M.
Moore, Alice C.
Moore, Bradford C.
Moore, Willie McClain
Myers, Winfield S.
Myers, Alice M.
Myers, Gretchen E.
Myers, Winefred C.
Myers, Tommie I.
Martin, Howard
Martin, Canzada
Martin, Howard Lee
Martin, Marie
McCarty, William
Mitchell, Willie
Moore, Ada Bell
Moore, Roy L.
Moore, Mary Eunice
Nanomantubbe, Adam
Norman, Lue M.
Norman, Arizona
Norman, Hibbard
Naylor, Zona
Naylor, Mary
Naylor, Lee
Naylor, Hester
Naylor, Lester
Norton, Lewis Bird
Norton, Jesse Melton
Norton, Henry Taylor
Norton, Thomas Owen
Norton, Sealy

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Owens, Helena Palenia
Oliver, Samuel R.
Oliver, Josephine
O'Dea, Katie E.
Potts, Nanie V.
Potts, J. B., Jr.
Potts, Frank
Potts, Ruby
Potts, D. H.
Potts, Ittis Marie
Plummer, Walter G.
Plummer, Minnie
Plummer, Archie F.
Plummer, Walter G., Jr.
Plummer, Mike M.
Plummer, Edwin Wright
Payte, Nettie W.
Payte, Roy
Plummer, Raymond
Plummer, Laura B.
Plummer, Joe R.
Plummer, Frank E.
Plummer, Dawes R.
Plummer, May A.
Plummer, Frank E.
Plummer, Frank S.
Plummer, Raymond S.
Plummer, J. R., Jr.
Plummer, Mary S.
Plummer, John E.
Plummer, Ella Pearl
Plummer, Arbie E.
Quincy, Robert Lee
Quincy, Lela Low
Quincy, Curai I.
Robinson, Pearl
Robinson, Denver Madison
Richards, Edwin L.
Richards, Irene A.
Richards, Inez I.
Richards, Clifton L.
Roberson, James W.
Roberson, Reola
Roberson, Elbert W.
Roberson, Alfred W.
Roberson, Arthur L.
Roberson, Gertie
Roberson, Sarah L.
Roberson, Luke
Reynolds, Inis N.
Raulston, R. M.
Raulston, A. M.
Raulston, Annie L.
Raulston, John F.
Raulston, Sophia
Raulston, Robert E.
Rucker, Rutha
Rucker, Maime Irene
Rucker, William Clayton
Robinson, Rosa
Rockman, Lizzie
Rockman, Shorty
Rockman, William H.
Rockman, Leona M.

Pritchard, William E.
Pritchard, Lizzie
Pritchard, Cora
Pritchard, Frank
Pritchard, Lovie G.
Patterson, Vicey (Lewis)
Poe, G. W.
Palmer, T. L.
Palmer, Rhoda
Palmer, Joseph
Palmer, Lafayette
Palmer, Elizabeth
Price, Ellis
Price, Ben F.
Price, Jennie
Price, Beaulah
Peevy, Juncey, nee Folsom
Perry, Charles T.
Perry, Martha A.
Perry, Myrtle
Perry, Maude
Perry, Charles Raymond
Perry, Izora Alice
Peters, Siambra, nee Walker
Peters, Lila
Peters, James
Pugh, Ada, nee Wilson
Pugh, Robert Lee
Paul, William H.
Paul, Victoria May
Paul, Victoria
Paul, William George
Paul, Homer

Rockman, Lottie
Rockman, Montie
Reaves, Pearl B., nee Oakes
Ross, Homer Wilson
Ross, Bettie
Ross, Bessie
Ross, Thomas Cecil
Randolph, W. C.
Sutherland, Henry
Sutherland, Lena D.
Sutherland, Valeria E.
Sharrock, Estella L., nee Kreiger
Sanguin, H. L.
Sanguin, Alice J.
Sanguin, Marie
Sanguin, Lena
Snyder, Sarah P., nee Johnson
Skeen, J. W.
Stanton, Arthur
Self, John L.
Self, Eula
Self, Estella
Self, Earl
Shanks, Mary A.
Spring, Zeno W.
Spring, Willie
Spring, Hattie
Spring, Granville
Spring, Nannie
Spring, Lillie M.
Spring, William B.

33

Spring, Carrie H.
Spring, Basil
Spring, Julia
Spring, John
Spring, John, Jr.
Spring, Jackson
Spring, Bennie
Spring, Susan D.
Spring, Louis
Spring, Lillie
Spring, Clarence E.
Spring, Etha May
Spring, Essie M.
Smith, Bird Q.
Smith, Sim
Smith, Fred
Smith, Ray

Terry, Alice
Terry, Letha M.
Terry, Ethel L.
Terry, Thomas Vernon
Terry, Jessie Francis
Terry, Melinda, nee Walker
Terry, Glenn
Terry, Melvin N.
Tims, E. W.
Tims, Willie J.
Tims, Minnie J.
Tims, Edmond M.
Tims, Benjamin W.
Tims, Myrtle E.
Tims, Abel E.
Tims, Nova E.
Traylor, Maudie M.

Smith, Eric
Smith, Pearl
Smith, Annie
Smith, Phœba
Summers, Bettie
Seeley, George W.
Seeley, Birdie
Seeley, Ralph W.
Seeley, May S.
Seeley, Cabe H.
Stallings, Isabelle
Stallings, Oweta
Stewart, Georgia
Stewart, Lettie
Stewart, Charley C.
Swink, David R.
Swink, Lena B.
Swink, Florence L.
Swink, Henry D.
Swink, Bert R.
Swink, William W.
Swink, Jordan W.
Simpson, Lillie A. nee Sexton
Spring, Benjamin J.
Spring, Alice, nee Conser
Spring, Veno
Spring, Elma
Stephens, Martha
Stephens, Rosco
Stephens, Catherine
Stephens, Indianola
Stephens, Ida M.
Stergeons, Minerva
Spring, Ada N.
Spring, Lavenia
Spring, Daisy
Snider, Beaulah Lee
Stephenson, Wanona Estelle
Smith, Louvina
Secor, William H.
Secor, Lucy
Secor, Cecil R.
Secor, Willie Beatrice
Secor, Bessie May
Terry, Noah M.

Traylor, Willie E.
Traylor, Walter L.
Thompson, Edgar
Thompson, Grace
Thompson, Atwood
Thompson, George
Thompson, Green
Thompson, Minnie
Thompson, Leo Edward
Thompson, Ruby
Tracy, Calvin Bradley
Thompson, Robert J.
Tiner, Francis M.
Tiner, Nancy C.
Tiner, John L.
Tiner, William T.
Tiner, Myrtle
Tiner, Mabel
Taylor, Edna M. nee Tiner
Taylor, Joseph N.
Taylor, Mary H.
Taylor, Willie Juanita
Taylor, Lela Ruth
Taylor, John D.
Taylor, Sue Corine
Tucker, Joseph S.
Tucker, Martha M
Tucker, Hermon
Tucker, Ben
Tucker, Beulah A.
Tucker, Atha E.
Tucker, Edward T.
Tucker, Zona
Tucker, Ethel
Tucker, Simmal Clayton
Tucker, Edith
Tucker, Carrell
Tucker, Hilda
Tucker, Grady
Tucker, Martha B.
Tucker, Oscar McK.
Tucker, Clarence J.
Turner, Edward B.
Turner, Clifford
Turner, Laura E.

34

Thompson, Martha
Vaught, Nettie, nee McCarty
Vieux, Louis
Walker, Clara B.

Woods, Ruby Grace
Woods, John
West, Jennie, (Briggs)
Walls, Bertha

POOR

Ward, Lauretta McKinney
Walker, Naomi, now Brown
Walker, Rose
Walker, Minnie
Watson, Amasa
Watson, May R.
Watson, Sudie
Weightman, Bowden
Williams, John
Williams, Henry
Ward, Joseph M.
Ward, Minnie
Ward, Alice
Ward, Martha
Ward, Lillie Irvin
Wright, Ida
Walker, Martin V.
Walker, Mattie A. nee Thompson
Walker, Tommie W.
Wallace, Robert
Wallace, Myrtle
Wallace, Ione
Watkins, Henry Patton
Worcerter, Mamie
Wright, Bell
Wright, Fannie, nee Elmore
Wright, Arthur
Wright, Nettie
Wright, Eddie
Wright, Eula
Wright, Vallie
Walker, Green, Jr.
Williams, Ada
Williams, Elsie
Williams, John
Williams, Dessie
West, Rhoda J.
West, Kenneth F.
West, Orville F.
West, Clarence E.
Watson, Beaula M.
Watson, Magdalena
Welch, Ervin
Welch, Earnest
White, Jerry R.
White, Eliza A.
White, Nancy B.
White, Roxie A. T.
White, Sampson G.
White, Ora I.

Walls, Lizzie
Walls, Edward
Walls, Lila
Walls, Bennie
Walls, Catherine
Walls, Guy
Walls, Cassie R.
Walls, Annie
Walls, Green M.
Yarborough, John C.
Yarborough, Belle
Yarborough, Clarence G.
Yarborough, John Calvin

Allison, Alice
Brashears, Ivey
Burris, Laura A.
Burris, Lillie
Bailey, Ida L.
Bailey, Viola
Chandler, W. T.
Chandler, Lory Eloy
Cook, Charles L.
Cook, W. V.
Cook, Mary
Cook, Stella
Cook, Vera
Cook, William N.
Cook, Cleo
Collins, John
Collins, Benjamin E.
Collins, Virgil
Colbert, Judia
Cooper, D. M.
Cooper, Francis M.
Cooper, Pattie Ross
Cooper, Happy
Crabtree, Earnest
Crabtree, Early
Crabtree, Elmer
Crabtree, Edna
Crabtree, Edgar
Dunagan, Lula
Dunagan, Thomas C.
Dunagan, Mildred A.
Dunagan, Gertrude
Dunagan, David N.
Donaghey, M. B.
Donaghey, Francis

OPY

Willis, Minnie
Willis, Vera
Woods, Stephen
Woods, Kizzie
Woods, Martin V.
Woods, Nancy, nee Stephens
Woods, Stephen Atha

Donaghey, Roy C.
Donaghey, Walter G.
Donaghey, Samuel C.
Donaghey, Mordaeca B. Jr.
Donaghey, Golda G.
Dunigan, Roxie

35

Hays, Daniel
Hallmark, J. J.
Hallmark, Samuel
Hallmark, Lillie
Hallmark, John F.
Hallmark, Otta
Hallmark, Henry
Hallmark, Alex
Hallmark, Sarah May
Hilton, Tennie, nee Collins
Hilton, Edith
Henderson, Charles C.
Harden, Andrew J.
Harden, Elizabeth
Harden, Wood M.
Harden, Bland V.
Harden, Dewey
Harden, Dawes
Harden, Viola Iona
Hallmark, Uriah
James, Wesley W.
James, Clara
James, Clarice
McKeel, John F.
McKeel, Cora C.
McKeel, John C.
McKeel, William B.
Nutt, W. E.
Nutt, Annie
Perry, James M.
Ravia, Joseph
Sprague, Laura, nee Daniel
Spence, William W.
Wells, John Franklin
Wade, George
Wade, George Jr.
Bryant, May, nee Hulsay
Hyde, Isabell
Leader, J. M.
Leader, James
Leader, Melinda
Leader, Mary

Atkinson,
Atkinson,
Armstrong, Estelle
Armstrong, Wm.
Anderson, W. E.
Ard, Maud Lena
Anderson, Georgia
Anderson, Murray
Ard, Albert
Anderson, A. L.
Anderson, Joe
Anderson, Cynthia
Anderson, Joseph Jr.
Anderson, Hazel
Anderson, Margrette
Anderson, Maxey
Anderson, Manley
Airington, Wm.
Airington, Walter
Atkins, Tobitha
Atkins, Hugh L.
Atkins, Lena
Atkins, Frank
Atkins, Rosco
Atkins, Columbus D.
Atkins, Sarah J.
Atkins, Louis F.
Atkins, Stella
Atkins, Wm. Mc.
Atkins, Vivian Mc.
Atkins, Bettie
Atkins, James
Archerd, John Wm. Jr.
Archerd, Cassie
Archerd, Pineo
Archerd, Pearl
Archerd, Chas. V. Jr.
Archerd, P.
Archerd, Martha
Archerd, Max
Archerd, Henry A.
Archerd, Henry Gale

POOR

Langley, Matilda Sarah
Perry, Dixie
Rubottom, Jesse Andrew
Rubottom, Ella Evelyn
Anderson, Tom
Anderson, Buster
Anderson, Mary Jane
Anderson, Graham
Anderson, Willie Ervin
Anderson, Freeman
Atkinson, C. E.
Atkinson,
Atkinson,
Atkinson,
Airington, James
Alexander, W. V.
Arkins, John A.

Archerd, Charley
Archerd, Effie Jane
Archerd, J. William
Archerd, Nancy Jane
Archerd, Sidney E.
Allen, J. W.
Allen, Emmeline
Artist, Wm.
Artist, Mary
Acker, May
Aday, Maria J.
Cook, Myrtle L.
Cook, Jennie D.
Cook, Anna B.
Allen, Charley
Allen, Cora E.
Allen, T. C.

36

Allen, Cynthia
Archibald, Thomas
Archibald, Mary A.
Archibald, Ella
Archibald, Maggie
Archibald, David
Adams, Alice E.
Anderson, Mary
Anderson, Noel
Anderson, Lizzie
Armstrong, Joseph
Alley, Alfred L.
Alley, Raymond R.
Alfred, Elizabeth Gay
Alfred, Maggie
Ashford, Thos.
Ashford, Elizabeth
Ashford, Dora
Ashford, Sim
Ashford, Thos. G.
Airington, W. M.
Airington, Dill Hana
Airington, Noah
Airington, Willie P.
Airington, Wiley R.
Airington, Alvin E.
Airington, L.
Airington, Edward
Adams, Willie
Adams, Minnie Smallwood
Adams, Jack Reed
Adams, Annie

Alexander, Mattie
Alexander, Graham
Alexander, Lon
Ashton, Bird J.
Ashton, Julia V.
Ashton, Annie L.
Ashton, Alfred J.
Ashton, Mary M.
Aldrich, A. A.
Aldrich, Susan N.
Aldrich, Ada E.
Aldrich, Eula L.
Aldrich, Cyntha C.
Aldrich, Annie L.
Aldrich, Allie L.
Aldrich, Albert N.
Aldrich, Esther P.
Atkins, Harvey G.
Atkins, Leona G.
Askew, [illegible] M.
Askew, Callie
Askew, Julius
Askew, Willie
Alexander, Eliza
Alexander, Mattie
Alexander, Reder
Alexander, Mamie
Addington, A. J.
Addington, Annie Guy
Anderson, Osborne
Anderson, Rogers
Anderson, Martha

COPY

Adams, Linnie
Askew, Daniel B.
Askew, Cleveland
Atkinson, James
Atkinson, Ella
Atkinson, Josie
Atkinson, J. J.
Airington, Rufus
Airington, Fred J.
Airington, Pearl
Airington, Dora
Airington, William F.
Allen, James G.
Allen, Ella
Allen, George
Allen, Alice
Allen, Edmond Lewis
Allen, Maggie Lewis
Allen, Ismall
Askew, B. B.
Askew, Mamie
Askew, Willis
Askew, Herbert
Askew, Rual
Askew, Superry
Askew, Edna
Alexander, Arthur
Alexander, Della
Alexander, Charles
Alexander, Arch
Anderson, Rena
Anderson, Willie
Anderson, Bradley
Anderson, Sampson
Arndt, Mary E.
Arndt, Samuel F.
Arndt, Willie F.
Arndt, Freddie C.
Arndt, Aran L.
Arndt, Joseph W.
Arndt, Jerome G.
Arbuckle, Jeff
Arbuckle, Carrie
Arbuckle, Leatier
Arbuckle, Verdy
Arbuckle, Jaunita
Arbuckle, Fulsem
Arbuckle, Winnie
Arbuckle, Tessie
Arbuckle, Olia
Ainsworth, N. B.
Ainsworth, Ben P.
Ainsworth, Helen W.
Ainsworth, Agness K
Allison, W. H.
Allison, May
Allison, Hilda
Allison, Robert H.
Allison, Calvin P.
Ansley, Gilbert

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Ansley, D. M.
Ansley, H. R.
Ansley, N. P.
Askew, T. V.
Askew, Minnie
Askew, Orbra
Askew, Irene
Askew, Dulsa
Askew, Dorothy
Adams, Charles
Alcorn, Letta A.
Austin, Nellie
Andrews, Marie
Ary, Mary, nee Briggs
Ainsworth, Thos. D.
Ainsworth, Zibbie
Albright, J. E. C.
Beal, Johnie
Beal, Reuben
Bates, Orman Leycester
Bates, Mary Pearl
Bates, Wm. Lafayette
Bates, Emma
Bates, Ned
Bates, Charles M.
Bates, Mae
Bingham, Ada
Blocker, Hallie J.
Blocker, Abner
Bradley, Wm. M.
Bailey, Annie L.
Bailey, Richard Furman
Bailey, Pontotoc
Bailey, Jewel
Bailey, O. S.
Bean, G. W.
Bean, John
Bean, Ben

POO

Beal, Mary
Beal, Ida
Beal, Henry
Beal, Ina
Beal, Hazel
Beal, William C.
Beal, John
Beal, Chas. Franklin
Beal, George
Beal, Millie Levana
Beal, Willis Franklin
Beal, Reuban, Jr.
Bacon, Sam J.
Bacon, Nellie
Bacon, Bailey
Bacon, Vie
Benson, Eugene R.
Buchanon, Margaret Frances
Bates, Wm. A.
Boyd, Mary
Bynum, Joseph
Bynum, Gertrude
Bynum, Charley
Bynum, Joseph, Jr.
Bynum, Netterville
Bynum, Julius C.
Bynum, Nellie M.
Bynum, Iona
Butterly, John
Butterly, Everett
Butterly, Ellen
Butterly, Rhoda
Butterly, William
Bridges, Nettie B.
Bridges, Marion Francis
Bridges, Jaunita Zelma
Bates, Wm. A.
Bates, Thomas Errol

Bean, Wm. P.
Brown, W. R.
Bailey, Gould
Burney, Joe Calhoun
Bennett, Walter L.
Bradley, Earnest
Bludworth, Eliza
Bell, Eliza
Bell, Annie Larence
Bell, Emma O.
Bell, Delila Lucindia
Bell, Grant
Bell, Bill Woolie
Blevins, Lemuel
Blevins, Susie Pearl
Blevins, Wirtie Clyde
Blevins, Robert Earl
Blevins, Josephine
Blevins, Nannie Marie
Bell, Laura Lee
Bullock, Sarah
Bullock, Douglas Strickland
Burns, Chas. Ambrose
Burns, Chas. Francis
Burns, Aline
Burns, Eddie P.
Burns, Mattie Bell
Burns, Robt. Jos.
Burns,
Broadden, Bettie
Broadden, James Swoap
Broadden, Effie Lemore
Burris, Samuel S.
Burris, Florence S.
Burris, Hyman H.
Burris, Buster
Burris, Leffes
Bell, J. E.
Bell, Alta Pearl
Bell, Joe Edgar

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Bell, Jas. Smith
Bell, Clara May
Bell, Dorthy
Bell,
Bell,
Bradley, Edna
Bullock, Lola
Bullock, Emma
Bullock, Beatrice

Benton, Lola
Blakeely, F. C.
Blakely, Perry H.
Blakely, Annie
Blakely, Emmett
Blakely, Frederic C.
Blundell, Jas. H.
Blundell, Patsey
Blundell, Earl

COPY

Bullock, Olive
Bullock, Johnston
Bullock, J. D., Jr.
Belvin, C. A.
Belvin, Arabella
Belva, Rosa Ellen
Belvin, James Charles
Belvin, William Guy
Belvin, Stella May
Burks, Royden
Burks, Lenoir Gretill
Branum, Tecumseh C.
Branum, Mattie
Bridwell, Ida K.
Burnett, John L.
Burnett, Catherine C.
Bonie, Nathan C.
Bonie, Eva
Bonie, William N.
Bonie, Henry C.
Bonie, Lois M.
Burks, Alice V. R.
Burks, Mary Ellis
Burks, Benager
Burks, Maude V.
Beeler, Fred Grant
Bowles, John
Baker, F. E.
Baker, Mary V.
Baker, Charles Wesley
Baker, Ada Gertrude
Baker, Frank Bryan
Baker, John Garland
Baker, Wm. Lee
Baker, Flora Dell
Baker, Mary Emma
Bond, J. H.
Bond,
Burkett, George
Burkett, Cecil Royford
Bowers, Susie
Bowers, Ruba
Bowers, Luther
Buckholts, W. L.
Buckholts, Annie J.
Cooksey, W. E.
Benton, Julias
Benton, Rufus W.
Benton, Elmer
Benton, Osa
Benton, Amanda
Blundell, Thos. Clyde
Blundell, Emmett Grady
Blundell, Homer Lee
Blundell, Perry Estes
Blundell, Patsey Poff
Bettley, John M.
Bentley, Lucie L.
Bentley, J. W. E.
Bentley, Ellis L.
Breedlove, Tom
Brown, Wm.
Brooks, G. W.
Brown, Annie
Byars, Nancy
Barnett, Levi
Barnett, Cecil Homer
Barnett, Jackson D.
Barnett, Edgar J.
Barnett, Elmer Luther
Barnett, Laura Anna
Barnett, Walter J.
Barnett, William J.
Barnett, Archibald J. S.
Barnett, Elizabeth J.
Barnett, Bessie
Boswell, Frank
Boswell, Inez
Boswell, Mary
Battiest, Frank
Battiest, Sallie
Battiest, Benjamin
Boyd, Lillie M.
Bench, Sallie
Bond, E. B.
Bradley, W. P.
Bradley, Holmes
Beeler, Geo. R.
Beeler, Georgia A.
Beeler, Julia
Beeler, Sarah Louise
Beeler, Geo. R., Jr.
Birdwell, Annie
Birdwell, Georgia Jackson
Burris, C. A., Jr.
Bunch, Jos. S.
Byars, Nathan H.
Byars, Catherine
Byars, Samuel
Byars, Roy T.
Byford, Huston M.

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Byford, Ellen
Wesley, Joshua
Byford, Emma
Brown, Thethus Paul
Bronaugh, Murtle
Bronaugh, Bell Vernive
Bond, Jessie
Bond, Mary
Bond, Emiline
Bond, Ester
Bolin, John
Lewis, Birtha
Lewis, Goakey
Berry, Dena
Berry, Roy
Berry, Maberry
Berry, Gipson
Berry, Ray
Burnett, Marvin
Burnett, Rufus M.
Burnett, Harriett I.
Burnett, Benj. Franklin
Burris, Isaac
Burris, Cecelia J.
Burris, Colbert A., Jr.
Buchanon, Sallie
Burnett, Chas. M.
Bussell, T. S.
Beams, James
Beams, Jetty
Beams, Myrtle Emma
Beams, Joe Emerson
Brown Susie
Brown, Clarice Maurine
Brown, James
Brown, Hattie
Brown, Willie
Brown, Clara
Brown, Orlean
Brown, Wesley
Brown, Texie
Brown, Dude
Bates, Lucretia
Browning, S. W.
Browning, Joe
Browning, Albert
Browning, Lovie
Browning, Bula
Buckholts, John M.
Buckholts, Francis E.
Battles, Jas.
Battles, Lester
Battles, Henry F.
Battles, Finas M.
Battles, Susan
Battles, Jno.
Battles, Clementine
Battles, Peirly
Bell, Thos. D., Jr.
Bohreer, Addison
Bohreer, Harriett
Bohreer, John
Bohreer, Alfred
Bohreer, Sula
Brown, Nina.
Brown, Thomas
Blackwood, Amelia
Blackwood, Nora I.
Blackwood, Jemima
Blackwood, Andrew C.
Beams, Geo. W.
Beams, Sally
Beams, Edna M.
Beams, Edgar
Beams, Ada O.
Beams, Geo., Jr.
Bell, T. D.
Bell, S. T.
Bell, Regna
Bell, Ward
Boland, Jas.
Boland, Kizzie
Boland, Sallie
Boland, Laura
Boland, Arizona
Bays, Emma
Bays, John H.
Bays, Harold J.
Burton, H. D.
Burton, Austin
Burton, Susan I.
Burton, Florence
Burton, Jewel
Bohanon, Lula
Bohanon, Bulah
Bohanon, Buddie
Ballew, J. W.
Ballew, E. J.
Ballew, Henry C.
Ballew, Ellie

Buckholts, Wm. Lee
Buckholts, Fannie Olive
Buckholts, John B., Jr.
Buckholts, Fanie
Buckholts, Eddie
Bullards, Susan F.
Bullards, Roy E.
Bullards, Elmer D.
Battles, Henry F.
Blagg, Daisy F.
Blagg, Minnie
Blagg, Alice
Blagg, Isreal R.
Bushy, S. J.
Bushy, Biddie C.
Bilbo, Chas. A.
Bilbo, Ella
Bilbo, Charley C.

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Bilbo, Cecil A.
Bilbo, Wm. W.
Boydstun, A. E.
Boydstun, G. A.
Boydstun, Mary J.
Boydstun, Ada
Boydstun, Ethel
Boydstun, Raymond G.
Baxter, Walter
Baxter, Alpha
Baxter, Opal
Baxter, Granville
Beams, W. T.
Beams, Levina
Beams, Viola
Beams, Viola
Beams, Cora Bell
Beams, J. J.
Bruton, Thos.
Barnes, Pearl
Brown, Ida F.
Brown, Pearlie C.
Brown, Alf. Earl
Brown, Susan A.
Brown, Hettie A.
Brown, Stephen
Brown, Della V.
Bohanon, Rosa D.
Bohanon, Chester G.
Brewer, Lake
Brewer, Minnie
Boydstun, Jno. F.
Boydstun, R. D.
Bigger, Joanna Riley
Booker, William P.
Booker, C. C.
Booker, Lizzie C.
Boyes, Bessie Carroll
Barker, Abigial
Bench, David
Bugg, John H.
Bugg, Benjamin F.
Bugg, Marsia
Bledsoe, Mary, nee Neely
Barker, T. M.
Beal, Pinkney
Beale, Alsie
Beal, Pinkney, Jr.
Beal, Watson J.
Beal, Poley
Boydstun, Ellis M.
Bacon, David
Bacon, Mamie
Bacon, Elmer
Bacon, Bob
Bacon, Pearl
Bacon, Rhebie
Bacon, Bell
Bacon, Solomon
Bacon, Lucy
Butter, Lizzie
Butter, Rossie
Blanton, Mary Holt
Burks, Minnie M.
Burks, Willie E.
Burks, Marvin F.
Burks, Odra May
Burks, Burton O.
Burks, Ora V.
Belden, Katinka Colbert
Brittain, Mary L., nee McKee
Brice, Lula, nee Hart
Bohanon, Basil
Black, Serena
Baum, L. A.
Buckholtz, George
Buckholtz, Martha
Buckholtz, Lillie May
Buckholtz, Willie Ann
Buckholtz, Bertha C.

Bench, Emett C.
Bench, Agnes A.
Bench, Edward
Brown, J. T.
Brown, Frances
Brown, Ella May
Brown, Harrae
Brown, Ollie
Booth, Sudie Dodson
Booth, Jessie Lee
Battice, Stephen
Burnside, Lizzie Risner
Burnside, Gladys
Burnside, Glomer
Brackett, Thomas
Brackett, Margrett
Brackett, Fannie
Brackett, Linnie
Brackett, Susia
Buckholtz, Bessie Lee
Buckholtz, Fanny E.
Burns, Walter C.
Bonner, Margaret A.
Bonner, John
Burris, Lillie
Burris, Bessie
Burris, Robert Lee
Burris, Douglas J.
Blake, Callie Chase
Burris, Ben
Benton, Theodore
Benton, E. J.
Benton, I. B.
Benton, Eliza
Benton, Verna
Brown, Odis L.
Brown, Josephine
Bond, G. M.

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Brack, Minnie L.
Brack, Augustus C.
Brack, Jaunita M.
Brack, Clifton R.
Brack, Jno. M.
Brack, Thursa U.
Bourne, Maud
Black, Wilburn
Bell, George W.
Bell, Silas
Bynum, Romona E.
Brown, Susan Frances
Brown, Amos
Black, Willie E.
Bourland, W. F.
Bourland, Lula Bynum
Bourland, W. F., Jr.
Bourland, Joseph Bynum
Bourland, James P., Jr.
Bourland, Robt. Love
Bourland, Michael Frazier
Brown, Ida Belle
Brown, Wm. Josiah
Brown, James Lewis
Brown, Guy
Brown, Virginia Katherine
Brown, Ethel
Brown, Cyrus Harris, Jr.
Brown, Zone Belle
Buckholts, Everett
Burns, Charles Ambrose
Black, Sam
Black, Ada M.
Black, Overton
Black, John D.
Black, Sophia Ellen
Black, Cornelia
Black, Henrietta
Black, Ida
Barr, A. D.
Barr, Sam F.
Barr, Alta
Beal, Jesse B.
Buckholts, William
Buckholts, Delbert Lorinzo
Buckholts, Carrie L.
Buckholts, Walter Howell
Buckholts, Lillie May
Bennett, Lucy E.
Bennett, William T.
Bennett, Joseph C.
Bennett, Margaret V.
Cudd, Mary, nee Gardner
Chapman, John Napoleon
Couly, Willie, nee Brown
Chapman, Thos. Jefferson
Condon, Michael Jefferson
Colbert, Benjamin H.
Colbert, Agnes F.
Colbert, Benj. H., Jr.
Cheadle, Martin Van Burren
Cheadle, Mary V.

Burns, Charley Francis
Burns, Annie
Burns, Eli Pickens
Burns, Mattie B.
Burns, R. Joseph
Burns, Charles Ambrose
Berringer, Arra
Bowlin, Gracie
Bowlin, Edna
Burris, Thenia Vivian
Burris, Laura Lecceta
Birlew, Albert
Birlew, Furline
Baker, Augusta
Baker, Mary Frances
Brummett, Nora
Burris, Cecelia
Baker, Mary
Bacon, Wm. J.
Bacon, Henry Clinton
Bacon, Frances Belle
Bacon, William Jesse
Bucher, Chas. C.
Bucher, Stella A.
Blosser, Pansy
Bradley, Nettie, nee Harris
Bradley, Edwin H.
Bowman, Caroline

Cheadle, Thomas D.
Cheadle, Overton D.
Cheadle, Rena (Lurena)
Cheadle, Ellis
Cheadle, Benjamin
Smith, Richard
Smith, E. Rector
Smith, Cheadle
Colbert, Charley
Colbert, Abbie
Colbert, Pauline
Colbert, Douglas
Crippin, Ellen, nee Butterly
Collins, Thomas W.
Coffee, I. B.
Coffee, Laura
Coffee, Edwin
Coffee, Ada
Coffee, Ruby
Collins, Thomas
Collins, Lucy
Chilton, Alma Lee
Chilton, James
Caudill, Bertha
Caudill, Clarence E.
Caudill, Joseph Jacob
Campbell, John
Campbell, Holmes Colbert
Carr, Myrtle, nee Sheegog

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Sheegog, Charley
Sheegog, Mamie W.
Sheegog, Maggie L.
Sheegog, Charley E.
Campbell, Jaunita
Casey, Newt H.
Casey, Lula May
Casey, John Wesley
Casey, Samuel Dickison
Campbell, James
Cawdell, J. H.
Cawdell, Ethel D.
Cawdell, Ethel May
Cawdell, Rello Olinska
Curley, Arizona
Curley, Louie (Lewie)
Curley, Roda
Childes, F. H.
Childs, Nuton Nelson
Childs, Mina Odelia
Clemmons, Daisey, nee Jennings

Campbell, Laurence
Campbell, Anna
Campbell, Laurence, Jr.
Campbell, William
Campbell, T. A.
Campbell, Jas. A.
Campbell, May Bean
Campbell, S. A.
Clopton, Rolla M.
Clopton, Fannie M.
Clopton, Maggie
Clopton, Thomas W.
Clopton, Sophia Easter
Clopton, Lula
Clopton, Mary Bernadine
Campbell, J. L.
Campbell, Katie
Campbell, Henry Lee Dale
Campbell, Katie Alice Irene
Campbell, Eva (De) Frances
Campbell, Frank Hazel

POOR C

Criner, Bess
Criner, Joe W.
Cornelius, Anna M.
Carson, Jerry
Colbert, Ed. F.
Colbert, Addie Barr
Choate, James H., Jr.
Choate, Leslie R.
Choate, Corneal
Campbell, John
Cash, Alice
Cash, Patterson, Shi
Cash, Tyree
Cash, Elpha
Cash, Minnie Ruth
Clayton, Tamsey A.
Clayton, Indianola D.
Clayton, Lockie S.
Clayton, Herbert W.
Clayton, Paul S.
Clayton, Julia R.
Campbell, Julia G.
Campbell, Elizabeth
Campbell, Rebecca
Camp, Joe A.
Camp, Allie
Camp, Hoover
Camp, Joe, Jr.
Camp, Catherine
Campbell, Annie
Campbell, Johnnie
Carrier, Joe G.
Coleman, Ola Gladys
Coleman, Arian
Coleman, Bertha Marie
Coleman, Bessie Neva
Cooper, Lula May, nee Kirkland
Chisholm, Julia, nee Davenport
Colbert, B. F.
Collins, Ben F.
Collins, Mary A.
Collins, Benjamin F.
Collins, Louisie M.
Chigley, Wyatt
Chigley, Belle Young
Chigley, Ruby
Conner, F. L.
Connor, Effie
Conner, Alberta
Connor, Henry Merle
Cochran, Turner
Cochrum, Samantha
Ada Campbell
Campbell, Wm. Goebel
Campbell, Birdie Lee
Colbert, Sam Tilden
Colbert, Sam Louis
Colbert, Edwin Linn
Colbert, J. B.
Colbert, Ida
Colbert, Holmes B.
Colbert, Gladdus
Colbert, Clarence C.
Colbert, Mattie May
Campbell, Samuel S.
Campbell, Clara
Campbell, Mildred
Campbell, Dortha J.
Colbert, Joe E.
Colbert, Elizabeth E.
Colbert, Henry Tuttle
Colbert, Letta May
Colbert, Jas. E.
Colbert, Wm. B.
Colbert, Leona R.
Chitwood, Mary F.

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Chitwood, Emie Lee
Chitwood, Silas Lee
Chitwood, Lena
Chitwood, Bert (W. M. Colbert)
Chitwood, Walter
Chitwood, David P.
Chitwood, Joseph Hoyt
Chitwood, Mary E.
Clay, Mattie
Clay, Abner Henry
Clay, Mattie Lorena
Cotten, Oscar
Colbert, D. C.
Colbert, Eliza
Colbert, Harley H.
Colbert, Denova H.
Colbert, Zeno P.
Colbert, Bruce
Crockett, Major
Crockett, George
Crockett, Mack
Cartlidge, Minnie M.

Clay, Murtle E.
Clay, Mary Lyda
Campbell, C. R.
Campbell, Josie
Campbell, Annie
Campbell, John
Campbell, Agnes
Campbell, Chas. Carroll
Campbell, Ella
Campbell, Marshall
Cofer, Bettie
Cofer, Lena Emma
Cofer, Edward Geo.
Cofer, Jesse Freeman
Cofer, Virgil Lee
Cofer, A. J.
Cox, Leo
Cox, Enice
Colbert, Martin
Criner, Frank H.
Coon, Willie
Coon, Charley
Coon, Rhody
Cotton, E. W.
Cotton, Minnie B.
Colbert, Jim
Chapman, Maud Nee Harden
Chandler, J. R.
Chandler, Nettie
Chandler, James E.
Chandler, Iva E.
Chandler, O. H.
Chandler, Nettie Marea
Carrell, Ella, nee Colbert
Carrell, Mary
Carrell, Richard
Carrell, Alice
Carrell, Stella
Carrell, Joe
Chapman, C. L.
Chapman, R. F.
Chapman, C. C.
Chapman, Virginia C.
Cotton, Rufus P.
Cotton, Pinkie
Cotton, Waneta Jeanna
Cotton, Hester
Cotton, Maud
Cotten, Fay

Cartlidge, Mary E.
Cartlidge, Richard
Cartlidge, Ed. J., Jr.
Cartlidge, Guy
Cartlidge, Mary J.
Chum, Wm. R.
Chum, Lucy
Chum, Wm. C.
Chum, May
Colbert, Theo
Colbert, Mary E.
Colbert, Theo., Jr.
Colbert, Velma
Colbert, Harold W.
Choate, David
Choate, Wm. D.
Choate, Naomi A.
Choate, Jas. L.
Choate, Mary I.
Choate, Jas. E.
Colbert, Jas. E.
Colbert, Nina
Colbert, Holmes
Colbert, Zona
Colbert, Ben
Colbert, Nellie
Colbert, Oscar
Colbert, Ora L.
Colbert, Eula
Colbert, Oxcar, Jr.
Chum, Olie
Chum, Mattie
Chum, Oscar, Jr.
Cole, John
Colbert, Jas., Jr.
Clover, Earnest Q.
Clover, Mary F.
Clover, Thos. L.
Clover, Eugenia B.
Clover, Robt. L.
Cabe, Rebecca W.
Cabe, H. Daugherty
Culberson, James
Culberson, Jas. M.
Culberson, Mary C.
Culberson, Martha V.
Crowder, C. R.
Crowder, Rebecca
Crowder, Mary C.

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Crowder, Francis N.

Channell, Maud

POOR COP

Crowder, Lucy B.
Crowder, Gertrude
Crawford, Coleman
Crawford, Mattie
Cowen, Jno. R.
Cowen, Charles
Cowen, Myrtle
Cowen, Nora May
Cook, Myrtle L.
Cook, Jennie D.
Cook, Anna B.
Colbert, Lewis E.
Cobb, Annie
Cobb, Clarence
Clower, W. F.
Clower, S. M.
Council, Agnes L.
Council, H. J.
Carroll, Earnest
Carroll, Stanton
Carroll, Elmora
Carroll, Mary E.
Cullar, Birdie
Choate, G. W.
Choate, Eliza
Choate, W. F.
Choate, Mary E.
Choate, T. E.
Choate, G. R.
Choate, Lydia E.
Choate, B. P.
Choate, C. C.
Choate, Lewis E.
Choate, Jake G.
Christian, Emma
Christian, Mannie
Christian, Fannie
Christian, Elmer
Christian, E. Le Roy
Carpenter, Daisy
Crowder, W. E.
Crowder, Robt. S.
Cassell, Serena
Cassell, Leathie
Cassell, Myrtle
Cassell, Harvey
Collins, Mattie
Coleman, Frank
Crowder, Richard
Crowder, Mary E.
Crowder, Willie
Channell, Joseph L.
Custis, M. L.
Case, Lee
Case, Joseph H.
Case, Addie
Coy, Frank
Cochnauer, Nichols
Cochnauer, Bettie
Cochnauer, Wm. C.
Cochnauer, Malvina C.
Cochnauer, Mary C.
Cochnauer, Jennie
Cochnauer, Henry Clay
Cochnauer, Nicholas E.
Crowder, Perry
Crowder, Simon
Clark, Burnetta
Clark, Justin T.
Clark, Virgie L.
Clark, Lee V.
Crovens, John
Crowder, James
Collins, Dannie
Collins, Nancy
Collins, Garland Wardlow
Creecy, Grace
Creecy, Susie
Creecy, Jewel
Creecy, Pearl
Creecy, Claud H.
Colbert, Louis V.
Colbert, Betsey
Colbert, Eva Lou
Colbert, Eula E.
Colbert, Julia May
Collins, Maud
Chapman, J. W.
Colbert, Walter
Colbert, Henrietta C.
Colbert, Athemus M.
Colbert, Czarina Madaline
Colbert, Walter Cerera
Colbert, Folsom Hume
Carr, Daniel H.
Carr, Lillie McClung
Carr, James H.
Carr, Wesley
Carr, Annie Lee
Carr, George W.
Carr, Jessie R.
Carter, Susie C.

Cravatt, Allen W.
Cravatt, Angeline
Cravatt, Maggie
Cravatt, Lyla
Cravatt, Jno.
Carroll, B. N.
Carter, Robert
Criner, J. B.
Criner, Etta
Criner, Johnie Adolphus
Criner, Joe William
Criner, Frank

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Criner, Alva
Criner, Buck
Criner, Charley Cook
Criner, Luther Herbert
Campbell, Viona
Colbert, Emil F.
Colbert, Annie E.
Colbert, James Henry
Culberson, Elijah
Culberson, Sarah E.
Culberson, Georgia C.
Culberson, Ida E.
Culberson, Nellie L.
Colbert, Dixie H.
Colbert, Nettie
Colbert, Beaulah
Colbert, Mamie
Colbert, Holmes
Colbert, Effie
Colbert, Elmer
Colley, W. E.
Cope, A. W.
Cope, John B.
Cope, Harry A.
Cope, Mamie
Cope, Pearl
Coffee, Thomas Jefferson
Coffee, Luella
Coffee, John Louis
Coffee, Cora Ellen
Coffee, Mamie
Coffee, Willie Lucile
Carpenter, W. D.
Crodduck, Sarah E., nee Harden
Chase, Grove E.
Chase, Roxie
Chase, Abel D., Jr.
Chase, Lennie Mabel
Chase, Emmett
Criner, Geo. E.
Criner, Norman
Chase, Sallie Joe
Cochran, W. H.
Cummings, Erner Van
Carr, J. E.
Carr, Alice C.
Carr, Beulah C.
Cornelius, Lorenzo F.
Coff, Accia E.
Cunningham, Della
Chapman, James M.
Chapman, Kate K.
Chapman, James Emery
Chapman, Velma
Castilow, J. W.
Castilow, Laura B.
Castilow, Ida D.
Castilow, Jennie L.
Castilow, Lena M.
Castilow, Henrietta
Castilow, Lula Belle
Coleman, Wm. A.
Coleman, Nellie
Coleman, Tullie
Coleman, Dickson
Coleman, Oscar M.
Coleman, Belle
Cooper, Henry
Cooper, Mary
Cooper, Maud S.
Cooper, Willie V.
Cooper, Vivian
Cravens, Maggie
Cooper, James T.
Cooper, Lester M.
Cooper, Herbert
Cooper, Sister
Cooper, Lena May
Cromwell, Laura B.
Cromwell, Idaola
Cromwell, Verna T.
Collins, John F.
Collins, Foley D.
Collins, Elijah A.
Collins, Clara M.
Collins, Claudie C.

Cochran, Carrie
Cichran, Willie
Cockran, Sam T.
Cochran, Vurta
Cochran, Vaughn
Comer, Melinda, nee Myers
Colley, Lillie
Colley, Lydia
Cooley, Riley
Colley, Myrtle
Colley, Ruby
Colley, Everett
Cummings, Minnie L.
Cummings, Vera
Cummings, Lodeva
Cummings, Dowes Bixley

Collins, Andrew L.
Collins, Thomas H.
Colbert, Cecil
Colbert, Tolbert Roy
Colbert, M. Marie
Colbert, Luther Earl
Casey, J. F.
Casey, Eliza
Casey, J. Sumpter
Casey, D. Joe
Casey, Lula Myrtle
Crisp, William Henry Eugene
Cook, Lucy Garlan
Cook, Will Poland
Cook, Lucie Garrett

46

Cheadle, E. R.
Cheadle, James Pushmataha
Cheadle, Mary Almeda
Cheadle, Martin Douglas
Cheadle, George Rector
Cheadle, Kisko Harkins
Costello, C. E.
Costello, C. L.
Coffey, Merritt Price
Coffey, Anderson W.
Coffey, Sale
Coffey, William Lee
Coffey, Dorris Overton
Coffey, Mandy Virginia
Coffey, Walter Jerome
Davis, Dosia, nee Meeks
Davis, Samuel C.
Davis, Matilda F.
Davis, Arvilla
Davis, Samuel C., Jr.
Dare, Wm.
Deal, Ida I.
Deal, Fay
Deal, Johnece
Dickerson, Arthur T.
Davenport, Francis L.
Davenport, Robert
Davenport, John
Davenport, Clarence G.
Davenport, Arthur
Davenport, Unice D.
Davenport, Ida
Davenport, Leslie

Dickerson, Lillie
Dickerson, Cecil R.
Dickerson, Leo E.
Dickerson, Robt. R.
Dickerson, Fleda
Dobbs, E. A.
Dobbs, Mollie
Dobbs, Martha
Dobbs, Minnie
Dobbs, Thomas
Doak, James T.
Dixon, Jesse
Dixon, Malvina
Dixon, Bertha
Dixon, Clyde
Dixon, W. T.
Dixon, Amber
Dixon, Albert
Dixon, Ruth May
Davis, Henry Carl
Davis, Mary T.
Davis, Henry Russel
Dillon, Etta R., nee Davis
McCarty, Amon Clay
Davis, Hirschell
Davis, Marshall
Dilbeck, J. L.
Dilbeck, Bessie G.
Dilbeck, John L.
Dilbeck, Benjamin H.
Dilbeck, Wm. M.
Davis, John Lowery
Davis, Geo. Lowery

Davenport, Florence S.
Dendy, Samuel M.
Dendy, Annie L.
Dendy, Minnie I.
Dendy, James L.
Dendy, Ozella
Dendy, Herbert
Dendy, Yula Byrd
Dorchester, John M.
Dennis, Allen B.
Dennis, Jessie
Davis, J. C.
Davis, Nollie M.
Davis, T. H.
Davis, Roxie G.
Davis, Mabel I.
Davis, Joel Nail
Davenport, A. E.
Davis, Julia
Davis, Dora Stella
Davis, James Russel
Davis, Nora Bell
Davis, John Henry
Davis, Benjamin
Dickerson, L. D.
Davis, Rufus Burnett
Daggs, Wm. W.
Daggs, Mollie
Daggs, Sarah E.
Daggs, Opel
Daggs, James W.
Daggs, Leonick
Daggs, James W.
Daugherty, Chas. L.
Davis, Lillie, nee Martin
Duffy, Patrick
Duffy, Edith E.
Duffy, Ethel C.
Duffy, Ester C.
Duffy, Burris D.
Davis, Bessie, nee Welch
Davis, Jas. S.
Davis, Annie
Davis, Joe L.
Davis, Wm. H.
Davis, Riley
Davis, Maggie E.
Davis, Annie
Davis, Geo. T.
Davis, Jno. E.
Drake, Jno. E.
Dulaney, O. L.

47

Dyer, E. E.
Dyer, Nancy
Dyer, Florella
Dyer, Winona
Dodson, Minnie
Duer, Francis
Duer, Mark
Duer, Buddie
Duer, Ella T.
Dillard, T. W.
Dillard, Virginia
Dillard, Jewel
Dillard, Summer
Dillard, Virgie M.
Dillard, Tandy R.
Dillard, Helen D.
Dillard, Clemmie
Dickerson, Rosa E.
Dickerson, Bula
Dickerson, Ada
Dennie, Lula M.
Davenport, Narcissus
Davenport, Henry E.
Daniels, Robert E. Lee
Durant, Isreal
Durant, Annie, nee Jefferson
Denison, John W.
Denison, Henry
Denison, Sanford
Denison, Louie
Denison, Stephen
Dukes, Henry
Dukes, Maud
De Laughter, George
Duckworth, Lausson
Duckworth, Raymond
Duckworth, Mattie T.
Duckworth, Theodore
Doak, Dudley Nail
Doak, Lovie Lee
Doak, Henry Love
Doak, Vivian Nail
Donald, Lovenia
Donald, Bennie
Darneal, Silas
Darneal, Elijah

Davenport, Lena O.
Davenport, Wiley E.
Davenport, Willie E.
Dowland, Mattie
Dowland, Myrtle Lee
Dowland, Benjamin Franklin
Duncan, G. D.
Duncan, Henry
Duncan, Charley
Durant, Sophia
Draper, Rosie
Draper, Maggie Lee
Draper, Effie Ethel May
Draper, A. Minnie May
Duncan, Charles Levi
Duncan, Thomas Brown
Duncan, Ella
Duncan, Wm. Henry
Duncan, John Lawton
Duncan, Lottie M.
Duncan, Roy E.
Duncan, Silas Floyd
Decherd, N. Green
Deel, Bonnie
Dillard, Grover
Dillard, Clara
Durin, Wesley
Daniels, Turner
Daniels, Lue
Daniels, Turner, Jr.
Daniels, Ida
Daniels, Otto
Daniels, Lottie
Daniels, Mattie
Daniels, Minnie
Daneils, Willis Thomas

Darneal, Dallas
Darneal, Ida
Darneal, Emma
Darneal, Anselom
Darneal, Kate
Darneal, Tandy
Draughan, Ruba Love
Draughan, Byrd Love
Draughan, H. E., Jr.
Dillard, Murrell
Drew, Byron
Drew, Mary V.
Enlore, Wade
Enlore, May
Enlore, Lucius Hampton
Eaton, Ruba P.
Eaton, Limmie L.
Edwards, Martha A.
England, Louisa, nee Spain
Eastwood, Arthur F.
Eastwood, Jas. C.
Eastwood, Ola Vivian
Ellington, J. L.
Ellington, Vince
Ellington, Susie
Ellis, Delphine
Ellis, Bushmataha
Ennis, Mary Lou
Ennis, Henry D.
Ennis, Jas. S.
Ervin, Will
Ervin, Rosa
Ervin, Ed.
Ervin, Pearl
Ervin, Alphonse

48

Ervin, Grady
Ervin, Minnie
Ervin, Emma
Ervin, Ben
Ervin, Columbus W.
Everidge, J. W.
Everidge, Bettie
Everidge, G. Jones
Everidge, Ophelia
Everidge, Tommy G.
Everidge, Gertrude
Everidge, Robbie
Ervin, Chas. W.

Ferry, Glenn
Ferry, Melvin N.
Foster, Robert E.
Foster, Sam
Friend, T. L.
Friend, Retta
Friend, Alice
Friend, Dorset Carter
Friend, Estella M.
Friend, Douglas H.
Froman, Perry
Freeny, Ellis D.
Foster, Allen

Ervin, Ben F.
Ervin, Nettie
Ervin, James.
Ervin, May
Ervin, Emma May
Everidge, Joseph H.
Everidge, Helen Blanche
Elliot, Richard H.
Elliot, Amanda
Elliot, Tommie
Elliot, Leonard
East, Francis
Everidge, Joseph Wood
Evans, Susan L.
Evans, Agnes
Evans, Ethel O.
Ellis, Bryan
Ellis, Mitchel
Ellis, Herbert
Franklin, Edna Lou
Franklin, Samuel Wesley
Franklin, Dollie Ulis
Franklin, Edward Q.
Franklin, Johnson
Frost, Severe W.
Frost, Belle
Frost, Ruth
Feland, J. C.
Fisher, Harvey
Fisher, Elizabeth Ellen
Fisher, Emma V.
Fisher, Hister V.
Fisher, George
Fisher, Emma
Fisher, Walter Vann
Fisher, Altha Francis
Fisher, Roy
Fisher, George
Foster, William
Ferry, N. M.
Ferry, Lolice
Ferry, Lethie
Ferry, Ethel L.
Ferry, Thomas V.
Ferry, Jessie F.
Ferry, Malinda, nee Walker
Ferry, Minnie Walker
Florence, Zack A.
Florence, Jack
Fletcher, T. B.
Fletcher, Vergie
Fletcher, A. B.
Friend, Minnie G., nee Link
Folsom, Elizabeth G.
Foster, Lizzie
Fryrear, S. B.
Frayrear, Rosa
Fryrear, Emma
Fryrear, Anna May
Fryrear, Wm. Emmett
Fryrear, Robt. O.
Fryrear, Eddie Lee
Fryrear, Ruby E.
Higgins, Thos. H., Sr.
Higgins, Francis
Higgins, Nebbie E.
Higgins, Patsey Ann
Higgins, Thos. H., Jr.
Foster, Bonnie B.
Foster, M. A.
Foster, Claud F.
Foster, (Jas.) Olavin
Foster, (Ida) Oma
Foster, Martin T.
Foster, Earl Clyde
Fitzhugh, John M.
Fountain, A. S.
Freeny, Ben H.
Freeny, Eva
Freeny, Robt.
Freeny, Lonnie C.
Freeny, Ada
Freeny, Mary E.
Fillmore, Beni. Franklin
Fillmore, Sallie
Fillmore, Robert
Fillmore, Frank
Fillmore, Emily Lebell
Fillmore, Mondy
Folsom, Wm. Lee
Folsom, Sallie
Folsom, Mackkee, nee McKee
Folsom, Velda
Feland, Jno. P. (Jno. R.)

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Folsom, Wm. E.
Faudree, H. T.
Robert Folsom
Folson, Alice

POOR CO

Faudree, Annie L.
Faudree, Lola P.
Faudree, Ross H.
Featherstone, L. C.
Featherstone, Mittle A.
Featherstone, Chas. C.
Featherstone, Willis F.
Featherstone, L. C., Jr.
Featherstone, Henry B.
Featherstone, Jas. T.
Featherstone, Edward M.
Featherstone, Francis
Fields, Cora B.
Fields, Brady E.
Ford, Wm. A.
Ford, Annie L., nee Jones
Fryer, Adeline
Fryer, Edith
Fryer, Oliver B.
Folsom, Katy, nee Barker
Folsom, Bessie
Folsom, Irene
Folsom, Victor
Folsom, Henry C.
Fowler, William A.
Fowler, Luella
Fowler, Mary E.
Fowler, Lena J.
Fowler, Raphill F.
Fowler, Lilliam B.
Ferguson, Marie C.
Ferguson, Margaret J.
Fletcher, John Henry
Fletcher, Sallie V.
Fletcher, Burney Johnson
Fleming, W. H.
Fleming, Cerena J., nee Guy
Fry, Thomas W.
Fry, Daniel W.
Folsom, Wade
Folsom, Maud A.
Folsom, Guy Van
Folsom, Ellina
Folsom, Bertha Belle
Folsom, Dora Eunice
Folsom, Juiner Wade
Folsom, Peter W.
Folsom, Aurora A.
Folsom, Odus W.
Folsom, Edgar R.
Folsom, Geo. R.
Folsom, Robbiel
Folsom, George D.
Folsom, Maud
Folsom, May
Farrill, Harriett
Folsom, Blanche
Folsom, Bertha
Folsom, Edwin L.
Folsom, Ervin M.
Folsom, Rossie G.
Folsom, Murray Scott
Florence, Charley
Fillmore, Henry C.
Fillmore, Alice Victoria
Fillmore, Perry C.
Finley, Mary C.
Finley, Rosie Lorena
Finley, Emer Elizada
Finley, Johnnie L.
Finley, Golda B.
Rogland, Wm. Nathan
Ragland, Walter D.
Ragland, Roy Nelson
Fisk, Juanita, nee Towery
Towry, Cevil Mc.
Fairlie, Elizabeth
Fairlie, Minta M.
Fairlie, Mamie
Freeny, Jno. W.
Farmer, Edna L.
Farmer, Clinton L.
Farmer, Eugene F.
Folsom, Jacob
Folsom, Mary
Folsom, Geo. M.
Folsom, Ula S.
Folsom, Ora Pearl
Folsom, Anna Earl
Freeny, Robt. L.
Fryer, Lula F.
Fryer, A. L.
Fryer, Georgia M.
Franklin, Lou
Franklin, Alfus R.
Franklin, Homer Lee
Franklin, Quinton
Franklin, Anthie Lois
Franklin, General D.
Gunter, Mary J.
Gunter, Emma Marie
Gunter, Thelma

Folsom, Oura T.
Folsom, Myrtle
Folsom, Nora
Folsom, Agnes
Folsom, Virgil
Fowler, David
Gunter, Luther W.
Gunter, Benjamin B.
Gilliam, John Overstreet
Gilliam, Howard P.
Garland, D. N.
Garland, Inez

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Garland, Ollie Laura
Garland, Mary
Garland, Louise
Grey, Laura Bell
Gardner, James W.
Gardner, Emily
Grant, Charley M.
Grant, Alice
Grant, Margaret
Grant, Alma
Grant, Charley
Garrison, Isabel P.
Garrison, Mina Marina
Garrison, Catherina Isabelle
Gibson, Silas
Gibson, Minnie
Gibson, Lucy
Gibson, Mississippi
Gibson, Josiah
Gibson, Roda
Gibson, Jane, nee Williams
Gibson, Thomas
Gibson, Laura
Gibson, Ada
Gibson, Jesse
Gibson, Etta
Gibson, Claud
Gardner, Edna O.
Gardner, Zachariah
Gray, Ellen
Gray, Willie
Gray, Clifford
Gray, Charles Edward
Goode, C. A.
Goode, Ada
Goode, Lillie
Garner, Alex T.
Garner, Alice
Garner, Gladys
Garner, Roy
Gray, Ella
Gray, Luther Emery
Gordon, Laura Margarett
Gordon, Myrtle
Goldsby, F. W.
Goldsby, Minnie
Goldsby, F. W., Jr.
Goldsby, Richard O.
Goldsby, Bryan
Goldsby, Nellie
Goldsby, Clay
Gardner, James D.
Gardner, Hellena Lousyyann
Gabbart, Ella, nee Hyden
Gabbart, Cyrie
Gregory, E. B.
Gregory, Corela
Gregory, Willie Lee
Gilmore, Sarah A.
Gilmore, Monteray
Gilmore, Rosco C.
Gilmore, Flavious J.
Gilmore, Lena A.
Gilmore, John N.
Gilmore, Elwyn F.
Gilmore, Couchoello B.
Gregory, Azalia T.
Gregory, Hazel E., nee Watkins
Gaddis, W. M.
Gaddis, Claude
Goldston, J. W.
Goldston, Estella
Goldston, Viola B.
Goldston, Lora C.
Glenn, Eula
Gray, Ada B.
Gray, Ruel A.
Guy, Wm. M.
Guy, (E.) M. J.
Guy, A. E.
Gaither, Lula
Gaither, Beal
Barker, Julius A.
Barker, Elizabeth
Godfrey, Anna
Godfrey, Wilbur E.
Godfrey, Addie M.
Godfrey, Bessie A.

Gordon, Revendy J.
Gray, Vidi
Gray, Elsie
Gray, Amanda
Gray, Robert
Garvin, John B.
Garvin, Susan
Garvin, Vivian
Guthrie, William
Guthrie, Rebecca
Guthrie, Charley
Guthrie, Edgar
Guthrie, Mattie
Guthrie, Rachael
Guthrie, Gertie B.
Hays, Will

51

Goforth, Mary A.
Gooding, Basil L.
Gooding, Georgie A.
Gooding, Fannie
Gooding, Jessie
Gooding, Neva
Gooding, Theodore
Gooding, Oscar B.
Gooding, H. L.
Goforth, Solomon
Goforth, Wm.
Goforth, Grover
Goforth, Eli B. Jr.
Goforth, Ruth
Goforth, Eli P.
Goode, Willie F.
Goode, Minnie
Goins, Allie M.
Goins, Zora
Gardner, Nora Petty
Gardner, Roscoe
Gardner, Florence A.
Gardner, Martin L.
Gardner, LeRoy
Gardner, Willie R.
Gardner, Athena
Gardner, Rosetta
Gardner, Dona Lee
Gardner, Clen Arlie
Gardner, Iona
Gains, Zabelle
Gains, Rosa

Gardner, Robert
Gardner, Susie
Gardner, Sudie
Gardner, Dollie
Gardner, Fitzhugh Lee
Gardner, Wynona
Godfrey, J. H.
Godfrey, Mary C.
Gazaway, Geneva May
Gazaway, Jessie Jerome
Gazaway, Marshall Lee
Godfrey, Earl J.
Godfrey, Peter
Gorman, Effie
Gorman, Ora T.
Gorman, Vermell
Girdner, Dee
Goforth, Solomon

Greenwood, Hegan
Grayson, James
Gatcher, Susan E.
Gotcher, Clarence E.
Gotcher, Harrie E.
Gotcher, Elizabeth E.
Gotcher, Elbert H.
Gotcher, Herman E. R.
Gotcher, Lizzie Sloan
Gilliam, James Sanders
Greenwood, Gussie Chase
Garland, Garrett A.
Garland, John S.
Garland, Sarah A.
Garland, McCurton S.
Garrison, Lafayette O.
Garrison, David C.
Gardner, Mattie
Gardner, Rena M.
Gardner, Susie M.
Gardner, Lillie
Garland, Ellen
Garland, Thomas
Garland, Leonidad
Garland, Margarett
Grinslade, Henry
Grinslade, Sallie
Grinslade, Benjamin Jackson
Grinslade, William Edward
Grinslade, John Wilson
Grinslade, Albert Milton
Grinslade, Walter Lee

Gains, Jimmie
Gains, David
Gains, Tommie
Gains, Frank
Gains, Earl
Guynes, Thomas
Guynes, Willie J.
Guynes, Ishmael Worth
Guynes, Rosa L.
Guynes, Lorena
Guynes, Dora
Guess, Joe
Guess, Jim
Guess, Edward
Gills, Emmet K.
Gills, Lillian B.
Gills, Rosa W. White,
Gills, Lillie O. White
Gills, Oliver E. White
Gooding, Lettie Lee
Gooding, Charles H.
Gardner, Lela M.
Gardner, Laura B.
Guy, D. J.
Garner, Benjamin
Greenwood, Bessie E.
Greenwood, Julius
Grinslade, Hattie May
Grinslade, Henriyetta
Grinslade, Henry Martin
Grinslade, Martha Elizabeth
Garland, Frank
Garland, Stella V.
Garland, Joseph Mansfield
Garland, Raleigh Lee
Garland, Melissa
Garland, Joseph Jr.
Garland, Beulah
Garland, Venus
Garland, Bertha
Barland, Edna
Garland, Zona
Gonger, Estella
Gonger, Julia
Gregory, Olfia R.
Gregory, Eric G.
Gregory, Mary E.
Gregory, Lillie M.
Harris, Mary (now Boyd)
Hughes, A. B.
Hughes, Missouri V.
Hughes, Fannie C.
Hughes, Eula A.
Hughes, Mamie M.
Hughes, Thomas J.

52

Hughes, Flora L.
Howell, Thomas P.
Howell, Laura
Howell, Vivian
Howell, Gladys
Howell, Calvin
Howell, Thos. P. Jr.
Howell, Henrietta
Harrell, Handy Lee
Harrell, Sudie
Harrell, Almarine
Harrell, Mary Lee
Harrell, Tandy Edwin
Hearrell, Jessie B.
Hearrell, Ada, nee Woody
Woody, Grey
Woody, Brice
Brown, Sibby
Franham, Mrs. R. H., nee Daisy Burris
Harris, R. M.
Harris, Jennie
Harkreader, Lucy Ann
Harkreader, Zula May
Harkreader, Willis Franklin
Harris, Henderson
Harris, Irene
Hill, John Edgar
Hensley, Willie
Hendrix, William
Hendrix, Jennie F.
Hendrix, Lily Dell
Hendrix, Edgar
Hendrix, Lem Mitchell
Hendrix, Elvenia
Hays, John
Hays, Andrew
Hewitt, Sam
Hewitt, Thos.
Hawkins, Sam
Hawkins, Belle, Lucy
Hawkins, Wm. Lloyd
Hawkins, Iola Jane
Hawkins, Robert Lee

POOR COPY

Harris, Dixie
Harris, Halley
Harris, Tommie
Harris, Lucy
Hutchins, John
Hutchins, Lola Melisia
Hill, Dave
Hill, Nellie
Hill, J. B.
Hill, Henry, (Harry F.)
Hill, Mabel Lucile
Hill, Houstin
Hill, E.
Hill, Wynema
Hill, Almitco
Hill, David M.
Hill, Louis Jas.
Hawkins, Wm.
Holder, Geo. W.
Holder, Daisy
Harris, A. M.
Hampton, J. C.
Hampton, Francis
Hampton, Walton
Hampton, Jene
Hampton, Leroy
Hampton, Eagle L.
Hampton, Leonard
Hampton, Pearl
Hampton, Alice
Hampton, Annie Francis
Holford, Mrs. W. F. (nee Amandy Campbell)
Hazel, Author O.
Hazel, J. Crosby
Hill, Ude, nee Polk
Harkreader, Samuel B Pooli
Hall, John W.
Hybarger, J. C.
Hybarger, Mollie M.
Hybarger, Chas. J.
Hybarger, Willie R.
Hybarger, Ruby M.
Hill, John T.
Hill, William Riley
Hill, Harry Vernon
Hill, Susie E.
Hill, Thos. Jefferson
Hamm, T. I.
Hamm, Ella Camp
Cloud, Brodda
Hull, Theodore
Holcomb, Sparrell Hurvey
Holcomb, Fannie E.
Holcomb, Martha Fillmore
Holcomb, Pleassint E.
Holcomb, Mattie E.
Hopkins, Barney
Harrison, Joseph C.
Harrison, Ruby Jaunita
Harrison, Ethel
Harris, Mae E., nee Boyd
Holt, Carrie M.
Holt, Alice
Holt, Coloma
Holt, Charlie
Holt, Lee
Howard, Ada M., nee Lyle
Hogue, Henry
Hogue, Beulah
Hogle, John L. W.
Howard, Mrs. Howard
Hyden, Leonard
Hyden, Ruth

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Hyden, Ralph
Hamm, Mattie L.
Hamm, Chas. Wesley
Hamm, Tom Calville
Hamm, Bruce Sanders
Hazel, Seth T.
Hazel, Jimmie
Hazel, Lottie
Hazel, Nora
Harrison, Lewis H.
Harrison, Edgar Lee
Harrison, Emmett E.
Hyden, Ruth
Hyden, Whit Jr.
Hyden, Henry Wilson
Harris, James
Hyden, Cleveland
Hussey, Wm. H.
Hussey, Alvin M.
Hybarger, David C.
Hybarger, —
Hatcher, Lillie May
Hatcher, Robt. Norman
Hatcher, Mary L.

Harrison, Cassie M.
Harrison, Wm. D.
Harrison, Cervera L.
Harrison, Nellie
Henderson, Roy
Henderson, Lula
Henderson, Sam Randolph
Henderson, James Lamar
Hulsey, Alonza L.
Hulsey, Lemnel V.
Hulsey, Claud M.
Hulsey, Oval Clarence
Hulsey, Eulah C.
Hallmark, Lula E.
Hallmark, Ervin A.
Hallmark, Edna Irene
Harris, Willie, nee Moore
Higgins, Thos. H. Sr.
Higgins, Francis
Higgins, Nebbie E.
Higgins, Patsy Ann
Higgins, Thos. H. Jr.
Hail, Nettie
Hail, Laura Rachell
Hugland, Isabell
Hugland, Amanda
Hugland, Mattie
Hays, Will
Hopping, Augustus M.
Henderson, C. W.
Henderson, Lou Ella
Henderson, John T.
Henderson, Thelma
Henderson, Mandy
Harlow, Joe Buck
Harlow, Mary Etta
Harlow, Willie L.
Harlow, David F.
Hamblin, Charley M.
Hamblin, Mary Ruth
Hamblin, Lela Mildred
Hensley, Elzira
Hansley, Guss
Hensley, Rosa Bell Lee
Hensley, Walter
Hyden, Whit W.
Hyden, Benjamin

Hatcher, Jenevia Valeria
Harden, Maud, nee Chapman
Husband, James A.
Husband, Johnie M.
Husband, Sarah Malisie
Husband, Nancy Ellen
Husband, Francis E.
Hendrix, Emit
Hendrix, Belle
Hendrix, Elmer
Hensley, Columbus
Hensley, Pearl
Hensley, Dave
Hassell, Wm. Henry
Hassell, Willie
Hassell, Berenice
Horton, Burris Ander
Lewis, Mintie, nee Horton
Hewlett, S. C.
Hodge, Rosy E.
Hatcher, Virginia
Henson, Virginia
West, Mary Etta
West, Albert Harvey
West, Pearline
Henson, E.
Hybarger, David C.
Hybarger, Laura F.
Hume, W. R.
Hume, Ben Alfred
Hums, Paul Ernest
Hardwick, Dave
Hardwick, Agnes
Hardwick, May Etta
Hardwick, Herman
Hardwick, Jannita
Hawkins, Ruba
Hawkins, Jessie
Hawkins, Jessie
Hawkins, Fay Dora
Hawkins, Abbie D.
Hawkins, Bettie Wade
Hawkins, Morris H.
Hawkins, Charlie
Hawkins, George
Hawkins, Margret
Hawkins, Lon

54

Harris, Lucrettia
Huffman, Effie Folsome

Hampton, Jess W.
Hampton, Mary

POOR

Huffman, Edith
Hardwick, David
Hardwick, Mattie
Hardwick, Frank H.
Horton, Emma Irvin
Horton, Nana Fay
Husbands, Catherine
Holleman, William G.
Holleman, Gillie A.
Holleman, Gracie R. A.
Holleman, Thos. C.
Holleman, Juanita
Holleman, Wm. Givens
Holloway, Frank A.
Holloway, Allie M.
Holloway, Fannie
Holloway, Wm.
Holloway, Ivy A.
Holloway, Rubie
Hurt, Susie
Hayward, Mona E.
Hayward, Edna Mae
Hargis, Sallie J.
Johnson, Geo. A.
Johnson, Sallie E.
John-on, Inez
Johnson, Louisa
Johnson, William
Hewett, Edna
Hewett, Jos. G.
Hewett, Edna
Hewett, Esther
Hewett, Geo.
Hewett, Diad
Holt, Jno. W. Jr.
Houghton, Chas. L.
Houghton, Luther
Hooe, Archie F.
Hooe, Mattie
Hooe, Wm. J.
Hooe, Edna M.
Hooe, Robt.
Hooe, Beulah
Harkins, Giles W.
Harkins, Mollie
Harkins, Charlie
Harkins, Alerton
Harkins, Earl
Harkins, Geo. L.
Hodges, Henry C.
Hull, Jos. L.
Hull, Loda L.
Hull, Vivian B.
Hull, Gussie V.
Heath, Betty (Stuart
Stewart, Minnie
Stewart, Esther
Hill, Willie
Hill, Jno. F.
Harris, Emma
Harris, Robert
Harris, Elizabeth
Harris, P. C. Jr.
Hamilton, Lillie
Hamilton, Walter L.
Hamilton, Minnie B.
Hamilton, Alex. B. Jr.
Hamilton, Douglas
Heskett, H. F.
Heskett, Elizana
Hammons, Lizzie
Hammons, Cecil E.
Hammons, Cleo. Iven
Hutchings, Jas. W.
Hutchings, Willie L.
Harrison, Solomon
Homa, Mary
Hart, Jno. M.
Hatcher, Susan
Hatcher, Thos.
Hatcher, Richard
Hatcher, Angey
Hampton, Julius C.
Hailey, Anna, nee O'Dea
Hamilton, Rufus L.
Hamilton, Rebecca
Hodges, D. W.
Hodges, Elsie A.
Hart, Eastman, Jr.
Harrison, Sim
Harrison, Ruth A.
Harrison, Sina
Harrison, James H.
Harkins, Alice
Harkins, George
Harkins, Levicy
Harkins, Isaac
Herndon, John C.
Herndon, Edgar B.
Hays, Maggie
Hays, Eddie

COPY

Hodges, Dave
Hamilton, Fane
Hamilton, Lorena
Hamilton, Lurial
Hamilton, William
Human, Eugenia
Hays, C.
Harper, Joe L.
Harper, Helen J.
Harper, Viola
Harper, Josh R.

55

Harper, Joe E. J.
Harper, Bettie L.
Hyden, Maude
Harden, Frank B.
Hyden, Opalohoma
Harkins, W. M.
Harkins, Annie
Harkins, Willis
Harkins, Clara
Harkins, Lillie
Harkins, Lee
Harris, Tipton S.
Harris, Delas
Harris, Irene
Harris, Jennie
Hampton, Jackson
Henderson, Campbell
Henderson, Sealy
Henderson, Francis
Henderson, Nora
Herron, John J.
Hardin, Josiah
Hunter, J. A.
Hall, Henrietta
Heald, W. R.
Heald, Vinnie Lucile
Heald, Cecil Chester
Heald, Charles
Heald, C. H.
Heald, B. C.
Halden, Lottie
Harden, Andrew J.
Howard, Wm. B.
Howard, Harriet May
Howard, Wm. Bryan
Howard, Allie Viola
Howard, Robert Lee
Howard, Ulalia Ruth
Hopkins, Thomas W.
Hopkins, Nava W.
Hopkins, Edward H.
Hopkins, Wallace C.
Hopkins, Elizabeth M.
Herndon, Clyde H.
Herndon, Claud D.
Herndon, Leo
Harris, J. Emmett
Harris, Maggie E.
Howard, Wm. H.
Howell, Calvin
Harris, John E.
Harris, Mary E.
Harrison, Wm. H.
Harrison, Serilda J.
Harrison, Mabel
Harrison, Wm. H., Jr.
Harrison, Victor V.
Harrison, Guy
Harrison, Vivian B.
Harris, George T.
Harris, Bert Starr
Harris, Mary
Harris, Mary Lottie
Harris, Robert C.
Harris, Josephine B.
Hampton, Willie
Heflin, Wm. H.
Heflin, Lena L.
Harris, Walter C.
Harris, Sarah E.
Harris, Nettie Ella
Harris, Sadie A.
Harris, Elma A.
Hutchison, L. S.
Hutchins, Lillie
Hutchins, Jim
Hutchins, Albert J.
Horten, Thelma
Horton, Arnold Siffie
Holder, Katie
Holder, Opal
Holder, Wilmot
Holder, Elris Emogene
Holcomb, Jane E. nee Lanier
Holcomb, Rebecca E.
Harkins, Mary

Herndon, Rosa
Herndon, May E.
Herndon, Edna
Herndon, Wilma
Hendon, Henry E.
Herndon, Mayo
Herndon, Raphial
Herndon, Ruby
Halman, Charles R.
Halmon, Thilma
Halman, Fannie
Harrison, Robert S.
Herndon, Sidney J.
Herndon, Arthur S.
Herndon, Bertha M.
Herndon, Elmed

Harkins, Charley
Harkins, Lula
Harkins, Robert
Harkins, Lucy May
Harkins, Edwin Bradley
Hall, G. J.
Huffman, Georgie Lenox
Hoffman, Willie Thomas
Hardy, H.
Hardy, Vinnie
Isbell, Charles George
Ireton, David R.
Ireton, Minnie A.
Ireton, Hattie E.
Ireton, Rufus Claude
Ireton, Frederick H.
Ingram, B. S.

56

Ingram, Noble
Ingram, Christine
Ingram, C. T. B.
Impson, T. J.
Impson, W. D.
Izard, Shirley B.
Izard, William R.
Impson, M. M.
Impson, Hiram
Impson, Robert E.
Impson, John A. M.
Impson, Sallie E.
Irons, Arbry.
Ingram, Mary A.
Ingram, Claude H.
Ingram, Annie I.
Ingram, Lillie E.
Ingram, Milburn C.
Ingram, Nancy J.
Izard, J. C.
Izard, B. C.
Izard, V. E.
Izard, J. O.
Izard, M. L.
Izard, Seana.
Izard, Preston
Izard, Sesley
Izard, Ethel
Izard, Sora
Ingram, W. R.
Ingram, Mollie H.
Ingram, Hettie
Ingram, Clydie

Johnson, Neil R.
Johnson, Manford T.
Johnson, Graham
Johnson, Trama
Johnson, Arline
Johnson, E. B., Jr.
Jones, B. F.
Jones, C. J.
Jones, Gracie V.
Jones, Charles A.
Jones, C. L.
Johnson, Rosie Jessie
Jones, John F.
Jones, Mary
Jones, Lona A.
Jones, La Fayette
Jones, Josie
Jones, Edna M.
Jones, Grace S.
Johnston, Arthur
Jones, Louisa
Jones, Henry
Wolf, Fannie
Wolf, Ida
Wolf, Lillie
Johnson, Maud L.
James, Ellis E.
James, Evalena
James, R. L.
Jeter, J. B.
Jeter, Sarah E.
Jeter, Olive M.
Jeter, Jas. T.

Ingram, Hobart
Ingram, Ruby
Jennings, Nathaniel F.
Jennings, Lola
Jennings, Addie
Johnston, Joseph E.
Johnston, Mary C.
Johnston, Sidney
Johnston, Jesse
Johnston, Robert
Johnston, Edwin B.
Johnston, Kirkland B.
Johnson, James C.
Johnson, Robert
Johnson, Minnie Overstreet
Jackson, Bertie
Jackson, Dora
Jackson, Hosa
Jones, Willie Sammie
Jones, Ernest L.
Jones, Charles Marvin
Johnson, Malissa, nee Ruppie
Jones, P. L.
Johnson, E. B.
Johnson, Mollie E.
Johnson, Veta
Johnson, Ina

Jones, Marcus H.
Jones, Herbert M.
Jemison, W. P.
Jemison, Zula E.
Jemison, Gertrude
Jemison, Jennie
Jemison, Vera
Jemison, May
Jones, F. M.
Jones, Ida M.
Jones, Robert M.
Jones, Bessie F.
Jones, Walter A.
Jones, Albert L.
Jones, Roy D.
Jones, Ellis
Jones, Eliza
Jones, Melia May
Jones, Viola
Jones, Z.
Jones, Melinda
Jones, John
Jones, Missia
Juzan, Eliza
Jones, Mary J.
Jones, Pearly
Jones, Joseph L.

57

Jones, Lena L.
Jones, Ula A.
Jones, Alice C.
Jackson, William H.
Jackson, William Byrd
Jackson, Juanita
Jackson, Wynona
Jackson, Othelo D.
Jackson, A. D.
Jackson, Lizzie
Jackson, Zenobia
Jackson, Thomas P.
Jones, Amanda
Jones, Ada M.
Jones, Samantha
Jones, Aster M.
James, Seabon
Jones, Osborne
Jones, Virginia
Jones, Lula
Jones, Lena
Jeter, Edna, nee Mayo

Johnson, James
Jones, Frank W.
Jones, Carrie
Jones, Frankie V.
Jones, Mattie
Jones, Naoma
Jones, Ruth
Jones, Vera
Jones, A. L.
Jennings, Louisa
Jones, Frank
Jones, Salina
Jones, Burr
Jones, Saidie
Jones, Unie
Jones, Bertie P.
Jones, Henry B.
Jones, Novia
Jones, Effie, nee Cunningham
James, Alice, nee Morrison
Johnson, Dan
Jeter, William G.

POOR

Juzan Thomas
Jawell, Mary
Jones, Perry
Jones, Martha E.
Jones, Forbis
Jones, Everett
Jones, Lele
Jones, Ethel
Jones, Olia May
Jones, Florence, nee Nawlin
Jordan, Bennie G.
Jordon, Ala M.
Jordon, James E.
Jordon, Ernest C.
Jordon, Edgar R.
Johnson, Lucretia
Johnson, Cecil
Johnson, Creian
Jefferson, Swinney
Jefferson, Rosa
Jefferson, Lena
Jefferson, Spencer
Johnson, Eastman
Johnson, Minnie
Johnson, Rosa Lee
Johnson, Kizzie Ann
Johnston, B. F.
Johnston, Jane
Johnston, Allie
Johnston, Myrtle
Johnston, Edmond H.
Jones, Virgie Ellen
Johnson, Maud
Johnson, Ola
Johnson, Sarah
Johnson, Zapha

58

Jenkins, John L.
Jenkins, May
Jenkins, Lenard
Jenkins, Seth
Jenkins, Claude
Jenkins, Lee
Jenkins, Clarence
Jones, Scott
Jones, Mary Ella
Jones, J. P.
Jones, Amelia
Jones, Hettie Laura
Jarrel, Mary E.

Jones, Carl
Jones, Zada, nee Garland
Jordan, Jess L.
Jordon, Mollie L.
Jordon, Martha
Jordon, Anita
Jackson, Crudip
Jackson, Gerald W.
Jackson, Hiawatha
Jackson, William H.
Johnston, Llewellyn
Johnston, Frankie Overton
Johnston, Ralph Welch
Johnston, William
Johnston, Lucretia
Johnston, Myrtle B.
Johnston, Amelia May
Johnson, N. B.
Johnson, Llewellyn
Johnson, Gertrude
Johnson, Drucilla
James, Campbell
Jennings, R. W.
Jennings, Henrietta L.
Jennings, Alvers
Jennings, James
Jennings, John
Jones, William J.
Jones, Mary Ann
Jones, Bertie Lee
Jones, William Edward
Jones, Estie
Jennings, Mary J.
Jennings, James A.
Jennings, Charles T.
Jennings, Vernon H.

Johnson, Sophia
Johnson, Dan
Johnson, Richard
Johnson, Henry
Johnson, James
Johnson, Laura May
Johnson, Annie
Jelks, Julia
Jelks, Marietta
Jelks, Almus T.
Johnston, Albert
Jennings, Georgia D.
Jennings, Arthur C.

OPY

Jarrell, Andrew B.
Jarrell, Lula E.
Johnston, E. B.
Johnson, W. F.
Jennings, Lilburn L.
Boyd, Lillie M.
Harris, Mae E., nee Boyd
Jones, Nat

59

Kennedy, John Wm.
Kennedy, Mary C. I.
Kennedy, Tandy Alford
Kennedy, Daisy Ellen
Kennedy, Julia Elizabeth
Kennedy, Wm. Douglas
Kennedy, James Hardaman
Kennedy, Ida May
Krieger, Frederick C.
Krieger, Cathrine M.
Krieger, Dee S.
Krieger, Francis L.
Krieger, Charley
Kemp, Frank
Kemp, Annie
Kemp, Lily
Kemp, Walton
Kemp, Frankie
Kemp, Alice
Krebbs, Robt. C.
Key, J. H.
Key, Claudie
Key, Jas. Le Roy
King, J. A.
King, M. J.
Kelly, J. J.
Kelly, S. J.
Kelly, Victor M.
King, Charles
King, Opal Louise
Kelly, Wm. F.
Kelly, Lorena
Kelly, Faye L.
Harlan, Sarah A.
Kendrick, Emma E.
Keen, J. W.
Kelly, Emet J.
Kendrick, W. D.
Kendrick, Martha
Kendrick, Mamie H.
Kendrick, Mary S.
Kendrick, Jno. G.
Kendrick, Sylma
Kennedy, M.
Kennedy, Ruth Smallwood
Kinney, J. J.
Kinney, Minnie
Kinney, Oceola
Kinney, Ida
Kinney, Ludia
Kinney, J. C.
Kinney, Levi
Kreiger, Margaret A.
Kreiger, Henry E.
Krieger, Jessie L.
Krieger, Mary D.
Krieger, Karl E.
Krieger, Oscar M.
Keltner, W. H. H., Sr.
Keltner, Mattie A.
Keltner, Sylvester G.
Keltner, Neroli
Keltner, Wallace Leflore
Keltner, W. H. H., Jr.
Kirk, J. W.
Kirk, Sarah A.
Koozer, Charles
Koozer, Charles H.
Kirby, Ed.
Kirby, Lizzie
Kirby, Minnie May
Kirby, Walter Taylor
Kirby, Robert
Kirby, Kate
Kemp, Martha N.
Kemp, Ethel Clay
Kirby, Horace Turner
Karl, Frank A.
Karl, Viola
Karl, Earnest Harlin
Karl, Esta V.
Keersey, William D.
Keersey, Mittie Josephine
Keirsey, Jas. D.
Keirsey, Clifford C.
Keirsey, Agnes Maude
Keirsey, William Conway
Keirsey, Vivian
Keirsey, Benjamin C.
Keirsey, Milton

POOR

Karr, Lon
Karr, Vassil
Karr, Virgil
Karr, Nancy F.
Keel, Sanders
Keel, Jessie
Keel, Ellie
King, Felix J.
King, Callie B.
King, Marie B.
King, Clemmie L.
King, Christine P.
King, Angela Gertrude
Kirkendall, W. E.
Paul, Sam

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Paul, Wm. Ikard
Kennedy, Geo. W.
Kennedy, Clara May
Kerr, Irene
Kerr, Rita
Kerr, Baxter Sharp
Kimberlin, W. G.
Kirkland, Lula (Cooper)
Kemp, I. S.
Kimbrell, Lucy
Lowry, Pricilla, nee Pitchlynn
Lowry, Agnes Austin
Lowery, Thomas M., Jr.
Lowery, Florence
Lowery, Miller E.
Lowery, T. M., Sr.
Lowery, C. A.
Lowery, J. H.
Love, Joe N.
Land, Oscar Lee
Land, Isabelle, nee Neal
Lowrance, Robert H.
Lowrance, Sophia A. E.
Lowrance, Oscar Emmett
Lowrance, Dora Isabelle
Lowrance, Oscar K.
Lowrance, Kennith
Love, Phoeba H.
Lowrance, Dave
Lowrance, Anna
Love, Clifton Nathian
Love, Nellie
Love, Ruby
Love, Mary
Lee, Margarette

Keirsey, George
Kemp, Mary E.
Krouse, Lewis
Krouse, Christian
Krouse, Francis
Krouse, Lena M.
Krouse, Margaret
Krouse, Rosa
Keffer, Nick
Keno, Houston
Kirkendall, Joseph
Kirkendall, Sarah Jane
Kirkendall, Willie Inez
Kennedy, Maulsey, nee Stewart

Kennedy, John B. (Jno. W.)
Kennedy, Mayble
Kerr, P. M.
Kerr, Lochart B.
Kerr, Waite Tecumseh
Kimberlin, Ira E.
Kirkland, C. M.
Kilgore, Minnie, nee Campbell
Kemp, R. E.
Love, Edward Davis, Sr.
Love, Caryann Edna
Love, Dolceny
Love, Samuel
Love, Edward Davis, Jr.
Love, Felix T.
Love, Ula
Love, Francis Marian
Love, Mary Caroline
Love, Hercules Martin
Lindsey, Benjamin B.
Lindsey, Minnie Norris
Locke, Alice, nee Nelson
Link, R. E.
Link, Edna M.
Link, Arthur C.
Link, Ada B.
Link, Myrtle A.
Link, Bertha J.
Link, Oda (or Ida)
Lewis, Katie May, nee Fletcher
Latimer, Osborne S.
Latimer, Josephine B.
Latimer, Mattie A.
Latimer, Ruby N.
Latimer, Osborne W.

OPY

Lester, Maran S.
Lester, Wesley
Long, Julia
Long, Bertha
Lynn, Adley V.
Laughlin, Dora
Little, Frances, nee Bourland
Leeper, Roy Davis
Lewis, Howard
Lewis, Alice, nee Kincade
Lewis, Ethel Eugenia
Lewis, William Joseph
Lawrence, Sidney J.
Lucas, Thomas L.
Lucas, Spencer
Leflore, Henry C.
Leflore, Josephine
Leflore, Ruby
Leflore, Henry Clay
Loving, Isabelle
Leftwich, James
Leftwich, Minnie C.
Leftwich, Velma
Leftwich, George C.

Latimer, Byron H.
Lael, Noah
Love, Sam
Love, Ruby J.
Love, George E.
Love, Lizzie M.
Love, George
Lael, E. C.
Lael, Celeste Caby
Lewis, Loren
Lindsay, Lewis
Lindsay, Anita Jaunita
Lindsay, Tessie
Lindsay, Fannie
Lindsay, John
Lindsay, Guy
Lindsay, Murray
Love, W. E.
Love, Alvia
Love, Frank
Love, Lottie Lillian
Lyle, R. T.
Lyle, L. B.

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Leftwich, Dewey
Leftwich, James Brooks
Leftwich, Jewel Esther
Leflore, Louis
Leflore, Mayme B.
Leflore, Leroy C.
Leflore, Felix
Leflore, Joe
Lynch, Mary E., nee Gregory
Leflore, Louie
Leflore, Anne Mary
Love, Hattie
Lee, Manfor
Lenochan, Campbell
Love, F. C.
Love, Sallie G.
Love, Pearl G.
Love, Buck
Love, Hattie S.
Love, John D.
Love, George C.
Love, Joe
Love, R. J., Jr.
Land, C. M. C.
Land, Alice

Lyle, Daisy
Lyle, Mabel
Lyle, Cleo
Lyle, Robert Clifford
Lyle, Grady, E.
Lee, Thomas D.
Lee, Mamie A.
Lee, Willie H.
Little, William A.
Little, Lucy Watkins
Little, Mona
Little, Frederick T.
Long, Sam D.
Long, Lydia C.
Long, Harry J.
Long, Paul E.
Long, Catherine
Leader, Odis
Leader, Minnie
Lester, Julia Ann
Lester, Ralph
Lankford, Thomas W.
Lankford, Mary
Lankford, Lucretia Bell
Lankford, William F.

POO

Land, Kittie
Leewright, Fidy
Leewright, Lizzie
Leewright, Miner
Lowery, Benjamin H.
Long, Charley C.
Lawrence, Dollie
Latta, John
Latta, Jeff
Latta, Fred
Latta, Willie A.
Lanham, Mary Jane
Lanham, Jim
Lanham, Charley
Lanham, Bessie
Lanham, Manley
Lanham, Viola
Lanham, Scott W.
Lanham, Susie V.
Lauchner, Grant
Lauchner, Leila
Lauchner, Fannie M.
Lauchner, Fidelia E.
Lauchner, Daisy R.
Lauchner, Harry C.
Little, Estella, nee Turnbull
Lawrence, W. B.
Lawrence, Charles
Lynn, J. Y.
Lynn, Elsie L.
Lynn, Lena B.
Lynn, Mary C.
Lynn, Leolalynn H. L.
Leflore, Greenwood

Lankford, Douglas N.
Latimer, Lula B.
Latimer, Joseph B.
Latimer, Lula M.
Latimer, Byron H.
Lucy, J. W.
Lucy, Alpha C.
Lucy, Myrtle L.
Lucy, Nesta C.
Lucy, Wallace F.
Lemon, Maria
Lewis, Lillian
Lane, Mary
Leflore, Forbis F.
Leflore, Phoeba E.
Leflore, Laurine
Leflore, Dreda
Leflore, Forbis E.
Lane, Bat., Jr.
Laflore, Charles
Laflore, Louisa F.
Stumbaugh, Helen M.
Ladou, Annie B.
Ladou, Edith E.
Landis, Clara A.
Landis, William H.
Landis, James E.
Landis, Rena M.
Landis, Harry H.
Landis, Carrie A.
Lane, Jos. C.
Lane, Dick Alice
Lane, Ima J.
Leflore, Landry

62

Leflore, Marian
Leflore, Louie
Leflore, Nola
Leflore, Corine
Leflore, James Trimble
Lynn, Ida B.
Lynn, Wyley N.
Lynn, Willie A.
Lynn, Worley B.
Lynn, Laura B.
Leslie, Mary
Leslie, Robert
Leslie, Beatrice
Leslie, W. J.
Labor, Anna

Leflore, Susie
Leflore, Osborne
Roberts, Susan
Lee, C. W. D.
Labors, Huston
Leflore, A. F.
Leflore, Ethel
Leflore, Viola
Leflore, Isaac
Leflore, Jessie
Leflore, Frank
Leflore, Carrie
Leflore, Ada
Leflore, Alice
Labor, Ethel M.

COPY

Labor, Caroline
Labor, Earl Lee
Love, Mart
Love, Sparlin
Love, Benj. D.
Love, Mary H.
Locke, Jane
Locke, Bertie
Loving, W. D.
Lindsey, Selden
Lindsey, Ethel
Lindsey, Eva
Lindsey, Jaunita
Lynn, G. R.
Lee, Hibernia
Lee, Allie
Morris, L. A.
Morris, Rhoda F.
Morris, Loring F.
Morris, Walter H.
Maytubby, S. W.
Matubby, Lella A.
Maytubby, S. W. R.
Maytubby, Floyd E.
Maytubby, Dudley
Maytubby, Kaliteyo
Maytubby, Agnes Y.
Maytubby, Alice J.
Manning, Thos. J.
Manning, Flossie
Moran, Jno. W.
Moran, Emma
Moran, Thomas
Moran, Arthur
Moore, J. J.
Moore, Francis
McMurtrey, J. B.
McMurtrey, Cora B.
McMurtrey, Thos. W.
Monser, Lizzie
Roberts, Jno. (Bee)
Martin, Edmond
McIntosh, Jno. G.
McIntosh, Silvie

Labor, Alexander
Lloyd, J. M.
Love, Minnie
Love, Bernice
Love, Joseph H.
Locke, E. S.
Locke, Frank
Locke, Jessie
Lee, F. O.
Lindsey, Nina
Lindsey, Guy
Lindsey, Zona
Lindsey, Waldo
Lee, Charles W.
Lee, Lula
Lee, Charles Clifford
McAlvaine, Louis R.
McAlvaine, Neva Leon
McMurtrey, Irene
McMurtrey, Gulf
Mendell, William
Mendell, Susie
Mendell, Askaw
Mendell, Lelia
Mendell, Lula
Mendell, Evert Lee
Mendell, Ophele S.
Nelson, Simon
Crowder, Olive
Mayo, Leonard
Mayo, Albert
Murray, M. C.
Murray, Maye
Murray, Madge
Murray, M. C., Jr.
Murray, Francis A.
McKinney, Harris.
McKinney, Maud Lee
McKinney, Laura Etta
McKinney, Cecil Bertha
McKinney, Emer May
Murray, Henton
Murray, Mattie
Murray, Leo

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McIntosh, Ruth A.
McKinney, Egtell B.
Maytubby, J. D.
Maytubby, Tabitha
Maytubby, Elihu B.

Murray, Leonard
Murray, Robert L.
Murray, Louie
Murray, Mildred
Murray, Robert L. Jr.

Maytubby, Lillie T.
Maytubby,
Mosley, Maria
Maytubby, J. S.
Maytubby, Theodosia Kemp
Moran, M. Y.
Moran, D. S.
Moran, Willie Agnes
Moran, Marmaduke L.
Moran, Emet B.
Moore, Thomas N.
Moore, Sarah C.
Moore, Roxie M.
Moore, Nancy M.
Moore, Ludia A.
Moore, Charles M.
Moran, J. B.
Moran, Mary
Moran, Charles N.
Moran, Robert R.
Moore, Samuel Riley
Murray, Frank
Murray, Rebecca
McAlvain, Adous
McAlvain, Zellar
Murray, H. F.
Merchant, Irene
Merchant, Ellen
Merchant, Clover
Moore, Floyd S.
Morris, Sam
Morris, Daisy
Morris, Margaret
Meeks, Annie R., nee Colbert
McGehee, William
McKinnon, Leola
McKinnon, Myrtle
McKinnon, W. A.
McKinnon, Geo. W.
McKinnon, Joseph E.
McKinnon, Ethel May
McKinnon, Mary Virgil
McKinnon, Edith (Irene)
Mutz, Lizzie
Mutz, Jas. Henry
Mutz, Joe Peanklin
Mutz, Willis Edwin
Mutz, Jesse Lee
Mutz, Lela
Miller, Louise
Miller, Laura
Miller, Dora
Murray, Lucile
Murray, Minnie
Murray, Cecil
McKee, John D.
McKee, Mary A.
McKee, Martin
McKee, George
McKee, Andrew J.
McKee, Lula
McKee, Willie D.
McKee, Isaac
McLish, T. B.
McLish, Ava
McLish, Eva
McLish, Lillian
Mims, George
Mutz, George
Mutz, Ida
Mutz, Ada
Mutz, Fred
Mutz, Overton
Mutz, Edwin
Mays, Melinda
Mays, Rosa A.
Mays, Pheby B.
McKinney, Mattie
McCay, Sarah E.
McCarty, J. W.
McCarty, Francis
McCarty, Oscar
McCarty, Artie
McCarty, Mallicia
McCarty, Robert
McCarty, R. L.
McCarty, Lizzie Y.
McCarty, Claude A.
McCarty, Lloyd S.
McCarty, Wm. M.
McCarty, Myrtle Lee
McClelland, Abner D.
McMorris, Lee W.
McMorris, Alice L.
McMorris, Lee W. Jr.
McMorris, Ina
Mitchell, Jane
Mitchell, Lola May
Mitchell, Alice
McClelland, Kitty
McClelland, Wade Jr.
McClelland, Monroe
McClelland, Dollie
McKinney, Richard T.

Moore, Willie, nee Harris

64

Murray, Mrs. A.
Mays, Clarence
Mays, David
Mays, S. E.
McLish, Holmes
Mulkey, John C.
Mulkey, Chas. S.
Mulkey, Jerome C.
Mulkey, Elsie
Martin, Chas. B.
Martin, Martha
Martin, Stonewall J.
McGee, Erwin
McGee, Annie
McGee, Frank
McCoy, Georgia L.
Monds, Richard F.
Monds, Mollie
Monds, Minda L.
Monds, Farris
Monds, Josie Lee
Monds, Oda
Monds, Julia F.
Morgan, Dick
Morgan, Lorena
Morgan, Floyd E.
Morgan, Lottie V.
Morgan, Doris
Morgan, Sallie P.
Morgan, J. B.
Moore, Onnie Hester
Moore, Wm. Lyles
Moore, Ollie Robert
Moore, Isa Tabitha
Mayo, Elizabeth, nee Caskett
Moncrief, Tolbert
Moncrief, Mary
McClure, Tecumseh
Minter, W. H.
Minter, Sallie L.
Mathews, Augustus
Morris, Eula, nee Holden
Morgan, Mabel, nee Morse
Morgan, Joseph H.
McDonald, Conales
Moncrief, James
Mutz, Jake
Moore, J. B.
Morgan, Robert

McKinney, Hulda
McKinney, George
McKinney, Frank
McKinney, Elijah
McKinney, Lillie
McKinney, Ed
McKinney, Maggie
McKinney, R. M.
McKinney, Wm. Cecil
McCarter, Andrew L.
McCarter, Mattie
McCarter, Elmer W.
McCarter, Emmett P.
McCarter, Ethel B.
McCarter, Edgar C.
McCarter, Elberta
Moss, Homer
Moss, Lourinda
Moss, Lou Willie
Moss, Dora May
Mundy, A. E.
Mundy, Mary
Mundy, Ji W.
Mundy, Evert
Moore, Jessie L.
Moore, Joseph H.
Moore, Ivy
Moore, Sylvia
Moore, Samuel
Moore, Bulah Josie
Mullens, Lewis
Mullens, Claude
Mullens, Alvin F.
Mugler, Francis C.
Maytubby, Peter, Jr.
Mayo, Neva
Martin, Tom G.
Martin, Ida M.
Martin, Verbeth McIver
Moncrief, Sam
Moncrief, Virginia (Jennie)
Moncrief, Linnie
Moncrief, Gracie
Moncrief, Georgie, Anderson
Anderson, Murray Moncrief
Mackey, Missouri Lee
Morgan, Lucy, nee Campbell
McCrummen, E. L.
McCrummen, Susie
Moran, James E.

POOR C

Morgan, Helen, (Lee)
Morgan, William (A.)
Morgan, Wade
Morgan, Alice
Morgan, Francis
Mozley, B. F.
Mozley, Laura E.
Mozley, Lena B.
Mozley, Warren M.
Moran, Fannie
Moran, Maud O.
Moran, Geo. E.
Moran, Alton Oline
Moore, Maud
Morrison, Geo. W.
Morrison, Emma Z.
Morrison, Anna May
Morrison, Henry B.

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Mozley, Karl C.
Mozley, Lois
Mozley, Laura L.
McMenamin, Mary
McMenamin, Roy
Moore, Vera, nee Burke
Morris, Frank
Morris, Lilan
Mackey, E. M.
Mackey, Wayne Lee
Mackey, Louis
Mackey, Elum
Mackey, Sarah Margaret
Mackey, Calvin Perry
McClure, Tamsey
McClendon, T. L.
McClendon, Annie
McClendon, Posey
McClendon, Eva R.
McClendon, Tryphenia
McClendon, Morris Stanley
McDaniel, Jennie
McDaniel, Annie L.
McGuinn, Maud, nee Morris
Morse, James M.
Martin, Eliza, nee Mathis
Martin, Madora (Jane)
McCaughey, John L.
McClure, Imon
McClure, Jennie
McClure, Lillie
McClure, Imon O.
McClure, John W.
McClure, Tecumseh B.
Murray, Annie, nee Paul
McClure, Amanda
Mays, Willie
Munerief, Sammie Myrtle
McLain, W. A.
McLain, Addie
Morrison, Frank L.
Morrison, Fannie H.
Moore, Helen, nee Foster
Moore, Lilie
Moore, Grace
McLellan, Jas. A.
McLellan, Mary E.
McLellan, John F.
McLellan, Robert D.
McLellan, Levi
McLellan, Wm. E.
McLish, Henry F.
McLish, Cora
McLish, Nina
McLish, Lena
McLish, Clara
McLish, Glenn
Mayfield, Lucy
McBride, H. G.
McBride, H. C.
McBride, D. C.
McBride, H. H.
McBride, Hare
McBride, Colbert (Marrow)
McBride (Walter) Ben C.
McBride, Mildred Mahata
McBride, Avon
McBride, ——
McBride, ——
Marshall, Ludie (Paul)
Marshall, Gilbert
McKinney, O. R.
Merchant, E. E.
Merchant, Malvina
Merchant, Victoria
Merchant, Harry
Miller, Edgar
Merryman, Florence A.
Merryman, Wm. H.
Merryman, Frank S.

OPY

McLain, George W., Jr.
McLain, Wilmer Z.
McDonald, Susan
McDonald, Norville
McDonald, Cleve
McDinald Isaac.
McDonald, Eliza
McDonald, Nona
McDonald, Nickademus
McDonald, Joe
McConley, Elmer
McConley, Kizzie
McConley, James
Moorman, Julia A., nee Spears
Morris, John W.
Moore, Robbie A.
Moore, Johnson O.
Moore, Mary E.

66

Moore Harold
Moore, Claude M.
Moore, Floyd
Moore, John T.
Motes, John A.
Motes, Jefferson
Motes, Dora Ann
Motes, Mary Elizabeth
Motes, Robert Anderson
McClosky, Charles
Merry, Lizzie, nee Webster
Merry, Louis
Merry, Ida May
McDonald, Pearly
Morris, Salon E.
Morris, Arreathy
Morris, Alma
Morris, Lenora
Morris, Edna
McFarland, J. B.
McFarland, Abbie L.
McFarland, John E.
McFarland, Annie L.
McFarland, Ina Jaunita
McFarland, Daniel Jack
McFarland, Florence Glenn
McFarland, Maggie Lou
McDonald, Ocie Lee
McDonald, Myrtle Pink
Moran, Elizabeth
Mitchell, Elmira
McCalla, Vera, nee Ritchey
Merryman, Nancy J.
Merryman, Ezra R.
McLain, Annie P.
McClain, Rufus L.
McClain, La Rue
McClain, Notre Dame
McClain, Theodore R.
Merryman, John S.
Merryman, Ellen
Merryman, Belva L.
Merryman, Ophelia
Merryman, Minnie I.
Merryman, Erie V.
Merryman, Theodore Scott
Merryman, Roscoe C.
Merryman, Johnnie Frances
Minehart, Eva
Minehart, George
Minehart, Laurena
Marshall, J. Harall
Marshall, Lillie
Marshall, Hazel
Marshall, Colbert
Marshall, Donald Spears
Morrison, Ella Gertrude
Morrison, Elva
Morrison, Eugene Ward
Moore, William L.
Moore, Onie H.
Moore, Ollie R.
Moore, Arie Tobathy (Ira Tobitha)
Moore, Thos. B.
McSwain, Charles H.
McSwain, Willie
McSwain, Maudie
McSwain, Charles
McSwain, Joel D.
McSwain, Luella
McSwain, Lillie
McSwain, Clarence Thomas
McSwain, Belle
Massey, John W.
Massey, Juel
Massey, Bennie W.
Massey, Ruby
Martin, Annie E.
Matthews, Harvey A.

POOR

Muldrow, Henry L.
Muldrow, Mary Daisy
Muldrow, Osborn Fisher
Muldrow, Mattie Annie
Muldrow, Henry Lowndes
Miller, Robert J.
Moncrief, Willie Jr.
Miller, J. H.
Miller, Frank W.
Mayer, Cornelia
Mayer, Cecil Joseph
McKinney, Charley
McKinney, Chester Cecil
McKinney, Later Lee
McKinney, Tommie
McMinaman, S. M.
Marsh, Jessie
McLish, Rosa
McLish, Brunetta, nee Howell
Moore, J. N.
McCaughey, Emmett

Matthews, Willie
Moncrief, Wm.
Moncrief, Jeff
Moncrief, Lina
Moncrief, Wallace
Moncrief, Lula
Moncrief, Sidney John
Mitchell, Arie L., nee Samer
Miller, Edith B.
Mayer, Brema
Mayer, Myrtle J.
Melville, F. C.
McKinney, Ruby May
McKinney, Bessie Jewel
McKinney, Albert Thomas
McMinaman, M.
Morris, J. E.
McLish, Richard
McLish, Jerry
McLish, Richard Jr.
Moore, Maud

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Nichols, Hannah
Nichols, Earnest Lee
Nichols, Bessie
Nichols, Ora
Nichols, Charley
Null, R. H.
Null, John Edward
Null, John
Null, Elizabeth
Null, Bessie
Norman, J. A.
Norman Idda
Norman, Oran
Norman, Byron
Norman, Alry
Norman, Claton
Ninas, Tennessee
Ninas, William
Ninas, Alice
Ninas, Flora B.
Ninas, Josephine
Ninas, Mary
Nail, Edward J.
Nail, Beaulah
Nail, Rennie
Nail, Ed Leslie
Nail, Alice Eva
Nail, D. O.

Nolen, Pinkie Harrell
Nichols, Susan M.
Nichols, Daisy
Nichols, Walter S.
Nichols, Clyde C.
Nichols, Stanwaite
Nichols, Maggie B.
Nichols, Lelia
Nichols, Jewell
Neighbors, William
Neighbors, Winnie L.
Nichols, Beulah G.
Nichols, Myrtle
Nichols, Conrad
Neal, W. R.
Nail, Joel W.
Newberry, Martha
Norton, Elsie, nee Brown
Brown, Ethel
Wright, Jack
Nesbit, Arthur H.
Nesbit, Jack
Nesbit, May Rennie
Newberry, Joe
Neill, Samuel E.
Neill, Dolly
Neill, Ola
Neill, Otlice Emmett

)R COPY

Nail, Pearl B.
Nail, Claude B.
Nail, D. O., Jr.
Nash, H. C.
Nash, Lizzie,
Nash, Esther
Nash, Ruth
Nash, Mary
Nash, Henry
Nale, John B.
Nale, Mary Isabelle
Nale, Benjamin C.
Nale, Elsie M.
Nale, Jos. S.
Nale, Daniel Jack
Nale, Katy G.
Nale, Willie L.
Nale, James Fred
Nelson, Fannie
Nelson, Albert J.
Nelson, Louise B.
Nelson, Florence
Nail, Parilee
Nail, Susan
Nail, Minnie
Nail, Chas. G.
Nail, Dollie
Nail, Mary J.
Neely, Ward
Neill, Beaulah Bond
Neill, Samuel Leonard
Nisler, Tamsy, nee McClure
Nichols, R. L.
Nichols, Sarah Lottie
Nichols, Winnie Elsie
Nichols, Joe B.
Nichols, Lee
Nichols, Luther
Nichols, Etta
Nale, Robert
Nale, Joel
Nale, Morris
Nale, Willie
Nale, Ella
Newton, W. C.
Newton, Ruth
Newton, C. A.
Newton, Ed. G.
Norman, William J.
Norman, Sallie
Norman, Virginia E.
Norman, Daniel
Noel, Robert
Nessmith, Frank
Nessmith, Robert P.
Nessmith, Susan M.
Neal, Lottie

68

Odelle, Ada
Odelle, Willie
Odelle, Girtie
Odelle, Ja[illegible] Gordon
Overby, Id[illegible] (nee Satterfield)
Owens, Dr. B. B.
Owens, Samuel
Overstreet, Addie
Overstreet, Nora May
Overstreet, Lily Daisy
Overton, Jewel
Overton, Frank
Overton, Willis
Oliver, Lenard
Oliver, Mary Etta
Oliver, Wm. Roosevelt
Oliver, Thos. Jefferson
Oliver, Reita
Oliver, Lena
Oliver, Blanche Agnes
O'Dea, Mary E.
O'Dea, Cora E.
Oakes, David F.
Oakes, Myrtle Grace
Oakes, Geo. W.
Oakes, Grover C.
Oakes, Jno. E.
Oakes, Annie
Oakes, Thomas C.
Oakes, Susan M.
Oakes, Nora M.
Oakes, Chas. D.
Oakes, Margaret A.
Oakes, Frank
Oakes, Lemia F.
Oakes, Laurabelle
Oakes, Harriett
Oakes, Martha
Oakes, Albert
O'Dea, Thomas

POOR CO

Dennis, Josie Janniba
Dennis, Harriett
Odell, Gilbert W.
Odell, Wm. Reagan
Owens, Alfred
Owens, Allen Bentley
Overton, Ruel J.
Overton, Jewel
Overton, B. Frank
Overton, Will N.
Owens, Solomon L.
Owens, Daisy Lee
Owens, ——
Olson, Thomas
Olson, Lofters
Olson, Rebecka
Oakes, George W. J.
Oakes, Beulah B.
Oakes, Donald
Obannon, Jack

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Percival, Blanche
Pitchlynn, William B.
Pitchlynn, Andy A.
Putchlynn, Rhoda Beaulah
Parker, Alicem, nee Collins
Pebsworth, J. L.
Pebsworth, Dorothy
Pollock, Eliza J.
Parker, Susan
Parker, Laura
Parker, Bert
Parker, Ed Parker
Parker, Allie
Parker, Dave
Parker, Kaloolah
Parker, Claud
Parker, Wilson
Parker, William Guy
Parker, Laura Belle
Price, Mollie
Price, Thomas Guy
Price, Therian B.
Price, Eva
Price, Leo Quitman
Poyner, Louisa J.
Powell, Kenney M.
Perry, Alice
Pebsworth, Robert L.
Pebsworth, Hugh J.
Phillips, Charley
Phillips, Michael R.
Phillips, Tobe
Phillips, Annie
Phillips, Dora
Phillips, Julia Margaret
Phillips, Jeffie J.
Phillips, Minnie Lee
Phillips, Leola
Patterson, Lillie M., nee Case
Polk, Ude, nee Hill
Pytchlynn, Jeff
Phillips, Hill
Phillips, Sallie
Phillips, Ada
Phillips, Louisa
Phillips, Lucy
Phillips, Hill, Jr.
Phillips, Elmer
Phillips, Rovert
Phillips, Wynona
Pybas, Dora
Pybas, Fannie Belle
Pybas, Pat J.
Pybas, Boy
Pybas, Daisy E.
Pybas, Lee W.
Pybas, Bonnie Douglas
Pybas, Lula Agnes
Pybas, Hazel
Parrish, Lilliam Josephine
Parrish, Jewel L.
Parrish, Lois A.
Peveler, Nancy, nee Raines
Patterson, James E.
Patterson, Mollie J.
Patterson, Docie M.
Patterson, Charley O.
Patterson, Leona
Patterson, James E., Jr.
Patterson, Edwin Johnson
Pytchlynn, George
Pytchlynn, Emma
Pytchlynn, Georgian
Pytchlynn, William
Paul, O. B.
Phillips, R. H.
Penny, Oren S.
Penny, Annie L.
Penny, Owen Selden

Percival, Edward H.
Puckett, Ethel, nee Watkins
Page, Allen W.
Page, Joseph M.
Page, William B.
Page, Edward M.
Page, Nellie F.
Page, William C.
Palmour, Hattie, nee Bourne
Pickens, Henrietta
Pickens, Hiram
Pickens, Nicholas
Passmore, C. C.
Powell, J. H.
Perry, Charley
Perry, Raymond E.
Phillips, Joe R.
Phillips, Harry H.
Phillips, W. T.
Phillips, Nettie A.
Perry, Joel F.

Penny, Katherine H.
Penny, Willie Grace
Penny, Sam Worley
Percival, Fred
Percival, Katy
Percival, Claude
Percival, Ottis
Percival, Brit
Plato, Frank
Plato, Arthur Herbert
Perry, Jow
Pery, Matilda
Pery, James W.
Perry, Clemmie May
Perry, Milfred
Parkhill, Florence, nee Agee
Pittenridge, Amanda
Park, R. L.
Park, Ida M.
Park, Edgar Lee
Park, Mary Blanche

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Plato, W. W.
Plato, W. L.
Plato, Chas.
Pound, Mattie
Pound, Walter Theo.
Pound, Willie V.
Potts, J. B.
Postook, Jim
Postook, Mary
Postook, Oscar
Postook, Lena
Postook, Sam
Patterson, James
Patterson, Sophronia
Patterson, Oscar
Patterson, Louis
Patterson, Edman
Patterson, Green
Patterson, Simon
Pirtle, John Allen
Pirtle, Kitty
Patterson, Robert
Patterson, Albert Roy
Patterson, Luke
Pratt, Mattie M.
Garvin, Robert
Garvin, Vashtie
Polk, Lon

Pebworth, Etha
Pebworth, Preston
Pebworth, Thos. J.
Pebworth, Henry Lee
Pebworth, Alva
Potts, Robt.
Pritchard, Mamie
Pruitt, Willis
Pruitt, Alice
Pruitt, Jas. T.
Pruitt, Cecil R.
Pruitt, Hester
Prichard, Jennie
Pritchard, Lozona
Pritchard, Zalina
Pritchard, Jesse R.
Pritchlynn, Edward E.
Pritchlynn, Susie
Pritchlynn, Sophia
Pritchlynn, Peter P.
Pritchlynn, Earnest L.
Pearce, T. D.
Pearce, Myrtle
Pearce, Lillian
Paddock, Jas. L.
Paddock, Venice
Paddock, Wm. H.
Paddock, Jessie

Polk, Nannie
Polk, Jodie E.
Polk, Stilwell R.
Polk, Lucile
Presley, Mattie (Married Wolfe)
Pickens, Johnie
Pickens, Thompson
Pickens, Dave
Pratt, Alice
Pratt, Robert
Pusley, Wm. W.
Pusley, Lelan
Pusley, Collins G.
Pusley, Vinan E.
Pound, Geo. W.
Pound, Carrie
Pound, Florence
Pound, Lizzie
Pound, Madge
Pollock, Lee
Pollock, Georgia
Pollock, Janice
Pollock, Junia
Pollock, A. D.
Pebworth, Wm. H.
Pebworth, Pearl (Married Nochols)
Pierce, Hattie
Pebworth, Henry
Pebworth, Dora E.
Pebworth, Elen N.
Pebworth, Lela M.
Paddock, Johnie R.
Paddock, Roscoe L.
Paddock, Claude
Pate, Vercy
Perkins, L. H.
Perkins, Hattie A.
Perkins, Albert
Perkins, Dora M.
Perkins, Pearlie
Perkins, Wm. Alfred
Perkins, George
Perkins, Johnson
Pearson, Robt. T.
Pearson, Amelia E.
Pearson, Walter R.
Pearson, Laura B.
Pearson, Hazel F.
Pearson, Paul E.
Pearson, Jas. C.
Pearson, Bernard
Pulcher, John
Pulcher, Alice
Pulcher, Osborne
Plank, Jasper
Plank, Rosana A.
Pierce, Ed.
Pierce, Hattie
Pierce, Alice
Pierce, Siney
Pierce, Henry
Pierce, Douglas J.
Pearce, J. M.
Brown, Loman

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Roberts, Mollie
Roberts, Dillard
Reynolds, Ruford S.
Russell, W. M.
Russell, Mattie M.
Russell, Maggie M.
Russell, Lula Myrtle
Russell, Lota Oran
Ragland, Wm. Nathan
Ragland, Walter D.
Ragland, Roy Nelson
Rupple, Malissie (Married Johnson)
Robinson, Luey (nee Halcillison)
Robinson, Pauline
Romers, Kenney M.
Roberts, Mildred
Roberts, Clyde
Robinson, Wm.
Reese, Basil
Reese, David D.
Reese, Jno. T.
Reese, Orille
Robinson, Josiah
Robinson, Jane
Robinson, Teresa
Robinson, Chas. J.
Robinson, Rhoda A.
Robinson, Esther
Robinson, Theo. R.
Richards, Maggie (nee James)
Russell, James

Reynolds, Ben F.
Reynolds, Eddie Leroy
Rowe, Letitia
Rowe, Rena
Rowe, Alaric
Rowe, Vera
Rowe, Lero
Rabond, Rufus
Rabon, Ethel M.
Rabon, Floyd
Rabon, Curtis
Ross, A. Frank, Jr.
Rabon, Hazel
Ross, Leota Null
Rabon, Robert L.
Rabon, Boyd
Rabon, Lee Ora
Rosie, Katie Ross
Ross, Wm.
Ross, Lizzie
Ross, Henry G.
Ross, Willie
Ross, Dwight M.
Ross, Gladys
Rozel, Harvey
Rozel, Eddie
Rozel, Lizzie
Rozel, Lucy
Lester, Julia A.
Lester, Ralph
Rowly, H. G.
Reynolds, Ed
Reynolds, Eliza
Risner, A. C.
Ross, Sam B.
Ross, Ione
Robinson, Jesse
Robinson, Dorah
Robinson, Finnie
Robinson, Walter
Robinson, Aldon F.
Robinson, Sylveston
Roberts, Emily F.
Roberts, Maude
Roberts, Minnie
Roberts, Mamie
Roberts, Ethel
Gardner, Criten A.
Risner, Wm.

Russell, Emma
Russell, Nettie
Russell, Etta
Russell, Esther
Roebuck, B. F.
Roebuck, Nancy
Roebuck, Ed
Roebuck, Oliver
Roebuck, Oscar
Roebuck, Elmyra
Roebuck, Isabel
Roebuck, Etta
Roebuck, Ulysses
Roebuck, Susan
Roebuck, Clarissa
Robinson, Guyrell (nee Baxter)
Robertson, Vivia N.
Robertson, Wesley L.
Robinson, Mary E.
Richards, Clara E.
Richards, Harriet
Richards, Samuel A.
Ream, Ona O'Neal
Ream, Leona
Ream, Roberts L.
Ream, Robert L., Jr.
Ream, Alento Guy
Ream, Annie Louise
Ray, Henry Loren
Ray, Virian
Ray, Opal
Ray, Robert
Ray, Thelma
Ray, Bernard
Ray, Thomas C.
Roach, Jewel I.
Roach, Ruba W.
Roach, Vinne O.
Roach, Garnet
Roach, Onyx
Roach, Diamond
Roach, Lorean Pearl
Roach, Stamps Johnna
Reynolds, G. A.
Haight, Nancy B.
Haight, Dora Viola
Gardner, Rosa
Risner, Elmira

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Reagan, Mary G.

Reynolds, Chas. A.

Reagan, Thos. B.
Roark, Alphonsas Baily
Roark, Dora
Roark, William Edgar
Roark, Rithie Pearl
Roark, Charley Yeiser
Roark, Ruby Lanrinda
Rock, Mary (nee Trouth)
Richerson, John S.
Richerson, Maggie F.
Richerson, Bertha E.
Richerson, John L.
Richerson, Maggie E.
Ross, Alta
Rector, James H.
Ritchey, W. H.
Ritchie, Mamie W.
Ritchie, Clara
Rennie, Loula D.
Rennie, Louise Ella
Rennie, Helen
Rowe, Charles H.
Randolph, Anna E.
Randolph, Lee
Randolph, Leonard
Randolph, Oda Allen
Randolph, Hiram
Roberts, Joseph J.
Roberts, Carrie
Roberts, Henry Mayo
Reynolds, D. R.
Reynolds, Elizabeth
Reynolds, Elsie D.
Reynolds, James
Reynolds, Mamie
Reynolds, Manille
Reynolds, Colbert H.
Reynolds, Ruby
Robinson, Kattie Adeline
Robinson, Addie L.
Robinson, Altia E.
Robinson, Luther F.
Robinson, Luther F.
Robinson, Bluford
Ryan, Gussie
Ryan, Thomas Walker
Rose, Annie
Rose, Dallas M.
Rose, Grover V.
Rose, Norman C.
Rose, Willie M.
Reynolds, Willie C.
Reynolds, Frank A.
Reynolds, Seldan E.
Reynolds, Ethel
Robinson, Zachry
Robinson, Rosa Ella
Willis, Ethel V. Willis
Robinson, Mattie Lillian
Robinson, Maudie K.
Roebuck, Willie
Roebuck, Walter Glean
Reynolds, Bonnie (nee Carr)
Richardson, C. D.
Richardson, Sophonia
Richardson, Mattie May
Reel, Wm. E.
Rell, Winnie C.
Rodgers, Nora N.
Randolph, Wirt
Randolph, Minnie
Randolph, Wirt Anbrey
Raines, Nancy (Married name Poller)
Riggan, Simeon C.
Riggan, Edith L.
Riggan, Vada
Riggan, Burneice
Robinson, S. F.
Raines, S. M.
Raines, John
Raines, Lillie
Raines, Rosa
Rice, Odd Elmer
Rice, Surena M.
Rice, Kitte Jane
Rice, Susia Meando
Rice, Lizzie Evaline
Rice, Marshall Elmer
Rice, Odneal
Richey, Dellia (nee Paul)
Ryan, S. W.
Ryan, Elbert L.
Rice, Al.
Huland, Isabell
Huland, Amandy
Huland, Mattie
Rigney, Rosa E.
Ratley, Francis (nee Brown)
Ratliff, Maggie E.
Ratliff, Jas. Lloyd
Ratliff, Buddie Lee Weeden

Rose, Bertie E.
Rose, Horace C.
Rose, Rocksie E.
Ray, Ona Gilliam
Ray, Louise Tyler
Russell, Perry
Russell, Margaret W.
Russell, Calbon
Russell, Ellen
Russell, Rhoda
Russell, Ruthie
Russell, Moses C.
Russell, Perry Wright, Jr.
Rodke, Lawrence
Rodke, Lizzie
Rodke, Leo
Rodke, Lorena
Rodke, David L.
Rodke, Benjamin
Riddle, William
Riddle, Heneretta
Riddle, Arthur
Riddle, Wm. H.
Reynolds, Hiram C.
Reynolds, Ada.

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Staton, Marina B.
Staton, Lillian A. (Wm. A.)
Staton, Arthur Edward
Staton, Sam Potts
Streetman, Minnie May
Smith, Frank
Sharp, Lillie
Sharp, Euby
Schoeppe, Fred L.
Setliff, Carrie Lee, nee Young
Steele, N. G. Mrs.
Feland, Hattie
Feland, Columbus Scott
Feland, Wm. Thomas
Feland, Lucretia
Sharp, Mary Gladys
Sturdivant, Luke Love
Sturdivant, Minnie
Seifried, Henry D.
Seifried, Jessie A.
Seifried, W. F.
Seifried, Eual Beatrice
Seifried, Mattie
Stewart, Wiley H.
Stewart, Wiley Scott
Stewart, Lula M.
Stewart, Earl
Stanton, Missive D.
Stanton, Sire P.
Rodgers, Nora N., nee Stanton
S-ultz, Jennette
Stewart, Frank
Sacra, R. C.
Sacra, Clemmie G.
Sacra, Agnes
Sacra, John
Spain, Emma E.
Shannon, Winnie Elizabeth
Schrock, L. L.
Schrock, Arthur
Schrock, Homer Amos
Schrock, Lannes Wm.
Spain, T. H.
Spain, David H.
Scantlen, Lizzie, nee Folsom
Folsom, Clarence
Folsom, Cleveland
Folsom, Prudence
Folsom, Lewis F.
Folsom, Oslin
Story, Zula J.
Studham, Marion
Swinney, Carrie
Satterfield, Drusilla
Satterfield, Bennie
Satterfield, Walter
Satterfield, Rufus
Stack, Geo.
Smith, Joe M.
Smith, Victoria
Spain, Andrew
Spain, Allie
Spain, Jessie
Spain, Maggie
Stone, Josephine
Stone, Jas. B.
Stone, Mary
Stone, Lucy
Stone, Wm. C.
Sanner, J. J.
Sanner, Wm. R.
Sanner, Charlie
Stanton, Rudolph J.
Stanton, Clyde E.

Spain, S. B.
Spain, Maude
Spain, Dora
Spain, Georgia D.
Spain, Mary Ann
Sparks, Geo. W.
Sparks, Dollie M.
Sparks, Richard L.
Sparks, Ethel
Shannan, J. R.
Shannon, Daisy
Stevenson, John H.
Stevenson, Malinda
Stevenson, Mary
McClure, Ed.
Shannon, W. T.
Shannon, Laura G.
Shannon, Theressa May
Shannon, Joseph Scott
Shannon, Robt. Lee
Shannon, Charlie Foster
Shannon, Annie Laura
Shannon, Murphy Lena
Shannon, Ida Estella
Shannon, Willie Inez
Slaton, Mary Jane
Slaton, J. A.
McDonald, Muir
Sperling, Henry H.
Sperling, Henrietta W.
Sperling, Clobe
Sperling, Nathie Jewel
Sperling, Margaret Henrietta
Sperling, Daisy
Sperling, Charley
Sperling, Gertie
Sperling, Christian
Sadler, Joe
Sadler, James
Sadler, Janie
Sadler, Wm.
Sadler, Joe
Spain, Jublee
Spain, Martha Elizabeth
Spain, Thelma Lee
Snow, Annie Marie
Stein, Cynthia
Strickland, Douglas
Scoby, A. E.
Scoby, Lela

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Scoby, Wm. Arthur
McGehee, Bessie
Stone, Grace, nee Love
Short, John Conrad
Short, Effie Jane
Short, Ode
Short, Holmes
Smith, J. C.
Smith, Ellen
Spain, John H.
Spain, Claude E.
Spain, Carl M.
Spain, Martha L.
Sealy, Thompson
Sealy, Esther
Sealy, Ethel
Sealy, Rosa
Sealy, Amanda
Sparks, Cornelia May
Sparks, Vilford
Sparks, Capitola
Stalcut, Thomas J.
Sanner, George
Sanner, Walter
Stidham, Walter Marion
Stidman, Jessie May
Stidham, Nettie Annobel
Stidham, William Harvey
Shuler, Roy Hill
Scales, G. W.
Scales, Mattie
Scales, Grace
Steele, Willie
Shirey, Edmond M.
Shirey, Edmond F.
Short, Jessie
Spain, Frank
Spain, Hattie E.
Spain, Ruby M.
Spain, Leah Irna
Spain, Franklin G.
Simpson, Nettie R.
Simpson, Russell E.
Simpson, Willia W.
Simpson, Marion
Smith, Mattie Zara, nee Colbert
Sullivan, Anna, nee Bourne
Scott, John P.

Smith, Jordon Anderson
Smith, Nancy
Starritt, Geo. A.
Starritt, Mattie
Starritt, Stedman
Starritt, Clemmy
Starritt, Sidney
Starritt, Charles
Starritt, Thomas B.
Sorrells, Minnie
Sorrells, Geo. C.
Sorrells, Charles Leroy
Stuart, Calvin
Short, R. P.
Short, Thomas Clyde
Spain, David M.
Spain, Cora M.
Spain, Jessie
Spain, McKnightie
Spain, George D.
Spain, Sallie P.
Swinney, Lola Josephine
Sworm, Nora Belle
Swarm, Archie Mason
Stamford, Henry C.
Stanford, Sallie E.
Stanford, Mary
Stanford, Mandie
Snead, Roberta
Snead, John G.
Snead, Edward P.
Speagle, David L. H.
Speagle, Lucy P. M.
Speagle, John F.
Speagle, Lyon E.
Short, T. W.
Short, Ethel
Short, Thomas

Scott, Laura
Scott, Lula Elizabeth
Scott, Benjamin T.
Scott, John
Story, James C.
Story, Eliza J.
Story, Corbett
Story, Etta
Story, Jake
Story, Ola
Story, Burl
Stewart, C. F.
Stewart, Josephine
Strickland, Tom S.
Strickland, Jettie
Strickland, Glossie Jewel
Strickland, C. W.
Strickland, Molila Fay
Strickland, Paul Jones
Strickland, ——
Strickland, ——
Strickland, ——
Strickland, ——
Strickland, Walter
Strickland, Carrie
Strickland, John
Strickland, Granville
Strickland, Homer
Strickland, Meade Ann
Strickland, Ada May
Strickland, Thomas Edmond
Strickland, Augustus
Stephenson, Ollie C. nee Selder
Stewart, John B.
Stewart, Sarah I.
Stewart, John D.
Stewart, Stella May

75

Risner, George
Risner, Eliza
Risner, Henry
Risner, Jessie
Risner, Jack
Risner, Charlie
Risner, Myrtle
Reid, Inez
Reid, Gladys Lee
Reynolds, Sarah
Roebuck, William

Russell, Ellis
Russell, Pilestine
Russell, Edwin
Russell, Eulah
Russell, Richards
Russell, Myrtle
Russell, Henry
Ryan, Louisa B.
Ryan, Lala E.
Ryan, Ray C.
Ryan, Clyde B.

Roebuck, Isabel
Roebuck, Ben B.
Roebuck, Cephas
Roebuck, Abby
Roebuck, Clarissy
Rosenthal, Parker
Rosenthal, Pate Allie
Ryan, Willimette A.
Robinson, Alex.
Robinson, James B.
Robinson, Ollie Fay
Robinson, Emiline E.
Reed, J. A.
Reed, M. V.

76

Pitchlynn, Earnest L.
Pound, Wm. T.
Pebworth, Arty
Pebworth, David
Pebworth, Charley
Pebworth, Lee
Pebworth, Clifford
Pebworth, Clarence
Plummer, Kitty Emma
Plummer, May Christian
Pruitt, Homes
Pettijohn, Nannie
Pettijohn, James
Perkins, Walter W.
Perkins, Laura B.
Perkins, Hearl M.
Perkins, Charly
Perkins, Walter W., Jr.
Perkins, George W.
Perkins, Julia F.
Perry, Carrie M.
Perry, Adolphus E.
Perry, Jefferson Dale
Perry, Roxie
Perry, Freedy F.
Perry, Lillie M.
Paul, William Albert
Paul, Claude
Pegg, Lee, nee Sophie
Parker, J. W.
Perker, Alice I.
Parker, Ella R.
Parker, Emily F.
Parker, Douglas H. J.
Parkin, Fena Nell
Polk, Amanda
Polk, Oscar
Presley, Mattie, nee Wolfe
Plato, A. A.

77

Stewart, Geo. E.
Stewart, Wyona E.
Scroggins, Columbus
Scroggins, Lee
Scales, Rosa
Smith, Chas. S.
Smith, Martha C.
Smith, Mabel M.
Smith, Morris B.
Seely, Annie
Seely, Lyman
Seely, Ely
Sacra, Ed
Sacra, Marie
Sacra, Edward
Sacra, Leston
Savage, Fannie Null
Scott, Chapman L.
Scott, Phœbe Ethel
Scott, Lorena
Sexton, Fannie M.
Sexton, Ralph H.
Sexton, Roberta K.
Sexton, Wm. Earle
Sexton, Jaunita R.
Sexton, Thos. G.
Stowers, M. E.
Stowers, Cecil
Stowers, Mattie
Stowers, Lottie
Stowers, Mamie
Selder, Paul
Seldner, Ada R.
Seldner, Dolores V.
Seldner, Oscar A.
Seldner, Marcus
Stephenson, Theodocia
Simpson, Elizabeth
Smith, Claude
Smith, ——

Scott, Elizabeth
Scott, Simon Lester
Steen, Grace Marshall
Summers, Amanda
Swatzel, Martha A.
Swatzel, ——
Spicer, Julia
Spicer, Belle
Spicer, Herman C.
Spicer, Joseph C.
Stanton, Wm. H.
Stanton, Inez J.
Stanton, Serena P.
Stanton, Arthur G.
Stanton, Lola B.
Stanton, Lettie I.
Smallfield, John
Smith, Myrtle
Smith, Willie C. L.
Smith, Jessie M.
Sterrett, Frank M.
Sterrett, Susan
Sterrett, Margaret V.
Stiles, Ara D.
Stiles, Berty M.
Stiles, Lottie Lee
Self, Jas. M.
Self, Lillian O.
Self, Martha G.
Self, Ruth
Self, J. M. Jr.
Self, Guy
Self, Lillian
Self, Earl
Shannon, O. L.
Shannon, Rennie
Shannon, Anna L.
Shannon, Lill
Shannon, Alfred L.
Shannon, Wm. Landles
Shannon, Oberen
Sexton, Thos. J.
Smith, Freeman R.
Smith, Anna E.
Smith, Orlean
Smith, Frances
Smith, Fulton
Smith, N. Freeman
Singer, Mitchell
Singer, Eva
Staton, Phœbe C.
Smart, Annie
Smart, Hazel
Smart, Herbert
Smart, Leroy
Smart, Claude
Smart, Ruth
Smart, Mable
Sample, Fannie B. nee Gooding
Sample, Gussie Lee
Spring, Winnie R.
Spring, Laurence E.
Spring, Jesse H.
Spring, Winnie
Spring, Dewey L.
Spring, Robt. M.
Spring, Cicero
Smith, Ella L.
Segae, C. W.
Segoe, Ada
Segoe, John T.
Segoe, David E.
Segoe, C. W. Jr.
Segoe, Wm. F.
Segoe, Ramsey D.
Segoe, Ida May
Segoe, La Clara
Smith, Ira L.
Simmons, Eliza
Simmons, Ellen
Simmons, Minnie
Simmons, Nancy B.
Simmons, Fay
Simmons, Wallace

78

Surrell, Emily Frances
Surrell, Mathilda T.
Sisney, Emmer
Shumake, Alma
Shumake, Lowell C.
Hutcherson, Estella
Slaton, Sarah J.
Spain, A. M.
Spain, Allie May,
Spain, Jessie
Spain, Maggie May
Spain, Emma P.
Spain, Mattie May
Stealey, C. L.

Sumter, Rena Mario
Sanders, Geo.
Sanders, Roda
Sanders, Dot
Sanders, Annie
Steele, Amelia
Steele, Overton
Stephens, Tishie, nee McKinney
Smallwood, Mary
Smallwood, William Jr.
Sauls, Oscar
Sauls, Bertha
Sauls, Clarence
Smith, Rosana, nee Le Flore,
Shelton, Clemmie
Sanguin, T. E.
Sanguin, Clyde E.
Sanguin, Chariman V.
Shropshire, Susan
Sanner, Willie
Sanner, Lena Etta
Sanner, Frank
Starks, Robert E.
Scott, Alice
Scott, Catherine Folsom
Spain, Elizabeth
Spain, Minnie Lee
Spain, T. H.
Thompson, Gertrude Addy
Thompson, Eva
Taylor, Kizzie Apola
Taylor, George
Thornton, William D.
Thornton, Carrie
Thornton, Robert
Thornton, Anita
Thornton, Golda
Thomas, Joe L.
Thomas Mattie
Tyubby, Richmond
Taliafero, William N.
Taliafero, Mary E.
Taliafero, Eliza Mable
Taliafero, John Ambrose
Taliafero, Janie Madison
Taliafero, Henry Buford
Taliafero, Robert Daisy
Thompson, R. E.
Taaffe, Francis
Taffe, Alyce C.
Tyler, Carrie, nee Gardner
Stealey, L. Goodwin B.
Stealey, Lorenzo P.
Stealey, Knoxa K.
Salter, Henry J.
Sanders, Jewel
Steele, Thomas
Steele, Douglas
Saul, S. H.
Smallwood, Naicissa
Sauls, Wilson
Sauls, Benjamin
Sauls, Lizzie L.
Smallwood, Robert
Sacra, Mattie Mrs.
Shelton, Vanney
Sanguin, Zula C.
Sanguin, Charles A.
Sanguin, Joseph B.
Shropshire, Adolphus
Sanner, Lou
Sanner, William
Short, R. P. Jr.
Scott, Geo. W.
Scott, Clifton Breckenridge
Spain, Thos. G.
Spain, James R.
Spain, Minnie May
Spain, David Mack
Thompson, Martin Epps
Turnbull, Jesse James
Turnbull, Minnie
Thomas, Sudie
Thomas, Lena, nee Thompson
Thomas, John
Thomas, Alta
Thomas, John Jr.
Thomas, Gracier (Gracie)
Thomas, Heck
Thomas, Felcie Marie
Thomas, Jane
Terrell, Elmer
Terrell, Louanna Smith
Terrell, Mary Elizabeth
Thomas, Lillie Asley
Thomas, Charely
Thomas, William
Thomas, Mary, nee Seifried
Tucker, Willie E.
Turnbull, Jettie Lemons
Turnbull, Connie W.
Turnbull, Loyd Martin

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Tyler, Annie R.
Taaffe, Joseph
Thornton, Van
Thornton, Anna
Thornton, Dovie May
Tindell, Andrew J.
Tindell, Amanda
Turnbull, Delbert
Turnbull, Ida May
Turnbull, Albert
Turnbull, Ora May
Turnbull, Cecil Eyan
Turnbull, Dollie
Tucker, William
Tucker, Janie
Tucker, Pearl
Tucker, Charles E.
Tucker, Joell L.
Tucker, Ozious J. W.
Thompson, Burr
Taylor, Alice V.
Thomas, Della
Thomas, Annie Jeanetta
Thomas, James M.
Thomas, Dorthula
Thomas, Della May
Thomas, Andrew Jackson
Thompson, Thomas Benjamin
Thompson, Bertie
Thompson, Eugene Ross
Thompson, Mary Francis
Thompson, Iona
Thompson, Gladys Tryphenia
Thompson, Avise Minnete
Thompson, Jacob Loren
Thompson, Mattie
Thompson, Inez
Thompson, Bettie Lou
Tuttle, Virginia Molette
Tuttle, Nora Alma
Tuttle, James B.
Tuttle, Charles C.
Tuttle, Annie B.
Tuttle, Holmes P.
Taliafero, John D.
Taliafero, Nora Le Flore
Taliafero, Eliza
Taliafero, Winnie L.
Taliafero, Gladice
Thomas, Pearl, nee Gray
Turner, Hiram G.
Turner, Daisy
Turner, Ludie May
Turner, Mary
Turner, Rosco Hampton
Taylor, Daniel
Taylor, Vernie Dillard
Taylor, Sarah Lucinda
Taylor, Daniel Alexander
Taylor, Leo
Taylor, Jewel
Turnbull, Dick
Turnbull, Maude
Turnbull, Claude
Turnbull, Fannie
Turnbull, Adel
Turnbull, John B.
Trahern, Louis
Trahern, Lula E.
Trahern, Willie May
Trahern, James W.
Thomas, John F.
Thomas, Alice A.
Thomas, Jessie W.
Thomas, Ethel
Thomas, Maude E., nee Foster
Thompson, Jessie Augusta, nee Wilno
Taylor, Nancy
Taylor, Johnnie
Taylor, Robert
Taylor, Dillard
Taylor, Lula
Taylor, J. W. P.
True, Lena May
True, Lottie Belle
Tuttle, James H.
Tuttle, Carrie M.
Thomas, John
Thomas, Bertie E.
Thomas, Maggie
Thomas, George
Tiner, N. T.
Tiner, Bertha
Tiner, Thomas
Tiner, Leroy
Tiner, Bonnie
Taylor, Sallie
Taylor, L. J.
Taylor, Wayne

Thomas, Mamie
Tussy, Henry B.
Tussy, Lila
Tussy, Mary Elizabeth
Tussy, Martha Jane
Tussy, Lucy Lee
Tussy, Lola May
Tussy, Alexander Hugh
Turnbull, Clarence Rex
Taylor, Ruel F.
Tyree, Adeline
Tyree, Robert
Terry, Lena
Jackson, Rowen
Jackson, Grace
Taylor, Hugh S.
Turner, Robert F.

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Tussy, Minnie Edna
Tussy, Lottie Kate
Tussy, Francis L.
Turnbull, Ryan
Turnbull, Lottie
Turnbull, Roy
Turnbull, Virgil
Taylor, Patsy
Tucker, Louis
Tucker, Ronald
Thompson, W. A.
Thompson, Flora May
Thompson, James Wallis
Thompson, Eula
Thompson, Lillian
Thompson, Stella
Thompson, Mary Jane
Thomas, Mary J., nee Moore
Thomas, Louise
Thomas, Inez
Tennant, William J. R.
Taylor, Tabitha
Taylor, Benjamin B.
Taylor, Ida M.
Turner, Ida F.
Turner, Zulee
Turner, James McC.
Thompson, Nettie
Thompson, John Henry
Thompson, Minerva B.
Trentham, Henderson
Trentham, Bell Smith
Trentham, Lena
Trentham, Mary
Trentham, Bessie
Thomas, Mollie M.
Thomas, Louisa
Thomas, Minnie A.
Thomas, William
Thomas, Ethel
Thompson, Clemmie
Turner, Olga T.
Turner, Nora T.
Turner, Akuckshamble
Thomas, Mary A.
Toole, J. Y.
Toole, Mary E.
Toole, Helen
Thrasher, Ellen
Thrasher, Ruth
Terry, J. J.
Terry, Josephine
Terry, Emma H.
Terry, James Arthur
Terry, Louis Victor
Terry, Agnes L.
Tillman, Viola
Tillman, Johnnie B.
Tippit, Nola Oakes
Thompson, Clayton
Thompson, Nela
Thompson, William McKinley
Truett, William M.
Truett, Alice
Truett, Lige
Truett, Henry
Truett, William L.
Taylor, Stephen Lee
Taylor, Frank R.
Tedworth, J. M.
Tedworth, Josia Violia
Turley, Lynsey
Turley, Nolia
Battice, Helen
Travis, W. M.
Tigert, Julia
Tigert, Benjamin
Tigert, Samuel C.
Tigert, Bertha M.
Tigert, Leroy
Thompson, Cyrus R.
Thompson, Vallie

Thompson, Preeman
Thompson, James H.
Thompson, Robert H.
Thomas, Charley
Thomas, Charley C.
Thomas, Douglas H.
Turman, Annie R.
Taliaferro, James R.
Usray, James
Vaughan, Grover
Verner, Rich
Verner, Walter Green
Vanderslice, R. J.
Vanderslice, Jacob
Vanderslice, Eliza
Vail, Beckie
Vail, Minnie
Thompson, Cyrus W.
Thompson, Joseph B.
Thompson, Daisy
Thomas, Russell
Thomas, Minnie G.
Turman, Louis N.
Turman, Louis B.
Taliaferro, Minnie
Vaughan, Nellie, nee Bradley
Verner, Nettie
Verner, Roddy
Verner, Pearl
Vanderslice, Walter
Vanderslice, Malsey
Vail, Willie
Vail, Virgice
Veach, Horatio

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Veach, Calvin
Veach, Sophina
Veach, Stanley
Veach, Columbus
Van Zant, Minnie O.
Vincent, Estella, nee Bourland
Victor, Wilson
Victor, Julious Thomas
Vaughan, B. J.
Waitman, Henry T.
Worhsam, Richard
Ward, W. A.
Wilson, Lizzie
Wilson, Reuben Roy
Wilson, Reeder Melvin
Wilson, Vivian Lynn
Wilson, Dora, nee Askew
Williams, John F.
Ward, Cyrus B.
Ward, Jerry D.
Ward, Campbell L.
Ward, Allie
Ward, Cyrus D.
Ward, Lena Ola
Ward, Orville Lorine
Whistler, Dora
Whitler, Allor
Whitler, Mamie
Whitler, Rena
Whitler, Tom
Wall, Chris.
Wall, Delilla
Veach, Walter
Veach, Lottie
Veach, Frances
Van Zant, Hanible G.
Van Zant, Henry
Victor, Emmett L.
Victor, Lee
Victor, Hazel
Whiteman, W. J.
Whiteman, Mattie J.
Whiteman, Maggie E.
Whiteman, Mary Lena
Whiteman, Henry A.
Williams, Alice, nee Burns
Wilson, Willie
Wilson, Ollie May
Wilson, Willie, Jr.
Wilson, Ida May
Wilson, Annie Davie
Webb, John M.
Wells, W. W., Jr.
Wells, Charles M.
Wells, Claud W.
Wells, James F.
Wells, Ida L.
Wells, Robert L.
Wells, Norman
Wells, Florence E.
Wells, Bert M.
Walsey, N. B.
Ward, R. J.
Ward, Fred G.

Wall, Pearl
Wall, James H.
Wall, Ben Franklin
Wall, Charles C.
Wall, Mary D.
Wall, Gilbert N.
Willis, J. Hamp
Willis, Emma M.
Willis, Helen R.
Whiting, Lillie, nee Sacra
Williams, Ella
Williams, Orin
Williams, Ruth
Williams, George K.
Wallace, Wm. G.
Walfenbarger, Luna
Walfenbarger, James Hansom
Walfenbarger, Garnett
Williamson, Laura, nee Murray
Williamson, Shirley
Wilson, Katy
Wilson, Wm. C.
Wilson, Marian Elmer
Williams, Emma Lee
Williams, Ethel Lorraine
Williams, Ben Delbert
Willis, Sammie (Roberts)

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Willis, Nancy
Willis, Frances
Willis, Georgiona
Willis, Lottie
White, John R.
White, Lena
White, Julius
White, May
White, Ola
White, Tuck S.
Willis, Holmes
Willis, William
Willis, Sydney
Willis, Hortense
Willis, Overton Love
Willis, Hazel
Willis, Jaunita
Willis, Janice Hortense
Willis, Viola
Ward, William Thomas
Ward, Estelle
Ward, Estwill
Ward, Gertrude B.
Ward, Frank J.
Watkins, Isom E.
Watkins, Ophelia A.
Watkins, Lochie B.
Watkins, Fannie
Watkins, Wesley
Watkins, Lula
Watkins, Eldred
Wright, George Simon
Watts, Lilly L.
Watts, Clarice P.
Watts, Columbus D.
Ward, Sampson
Ward, Willis
Ward, Lula May
Ward, Lula N.
Ward, Rebecca
Ward, Laura
Williams, Travis
Warren, William F.
Warren, ——
Warren, ——
Warren, ——
Warren, ——
Warren, ——
Warren, ——
Warren, ——
Willis, Raleigh Britton
Willis, Margaret
Willis, Hamilton
Willis, Lemmie
Willis, Agnes
Willis, Robert B.
Willis, Anna
Franklin, Martha A.
Wyatt, Cellie, nee Church
Wyatt, Maud Lee
Wyatt, Pearl Dude
Wyatt, Bonnie Pearl
Waide, Whit M.
Waide, Helen E.
Waide, Harold L.
Waide, John E.
Walner, Wm. R.
Walner, Wm. Robert, Jr.
Walner, Florence M.
Wall, Thomas

Ward, Beatrice Theodosia
Ward, Julia McLish
Walker, Jane
Walker, Thomas
Walker, Benjamin
Washington, George
Washington, Johnie Lou
Washington, Clela May
Washington, Osler Flint
Washington, Kate
Wilson, Charlie
Walker, Malinda
Walker, Willie
Walker, Mary
Walker, Edna
Walker, Lorinzy
Walker, Della
Wilbron, Lucy, nee Sacra
White, Harry H.
White, Annie
White, Cora M.
White, Harvel E.
White, Ethel
White, Cyrus D.
White, Wilbur S.
Walker, Thomas
Walker, D. H.
Walker, Thomas H.
Wright, John
Williams, S. L.
Williams, Jennie Lee
Williams, S. L., Jr.
Williams, Susan E.
Williams, David S.
Worley, Annie
Worley, Floyd A.
Worley, Mattie Fay
Worley, Jessie A.

Wall, Allie
Wall, Newlian B.
Wall, Bertha N.
Wood, Sarah
Wood, Benjamin
Wood, Mary
Campbell, Paris M.
Wilson, John D.
Wilson, Lillie Luella
Wilson, Gracie E.
Wilson, Laura L.
Wilson, Clara M.
Wilson, Frankie F.
Wilson, Anna Aleen
Wilson, Mary O.
Wynn, Annie, nee Colbert
Wynn, Daisy Belle
Williams, I. W.
Williams, Georgeana
Williams, Walter K.
Williams, Lorena
Williams, Mamie
Williams, Leona
Waldon, Eddie
Waldon, Hosey
Waldon, Thomas
Waldon, Bert
Waldon, Clara
Waldon, Floyd
Wampler, Amanda L.
Wampler, Geo. Washington
Wampler, John
Wampler, Daniel E.
Whitlock, Wm. P.
Wray, Wm. B.
Wray, Daisy N.
Wray, Sammie L.
Wray, Serena Belle

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Wheeler, W. R.
Wheeler, Jessie
Wheeler, Eva
White, Walter S.
Walker, R. T.
Walker, Alice
Walker, William
Walker, Robertha
Walker, Daisy O'Dean
Walker, Geo.
Walthall, Bruce L.

Wray, Lester W.
Wray, David Walker
Wray, Carrie E.
Wray, Wm. Thomas
Wray, Samuel, Jr.
Williams, W. T.
Williams, Nelson C.
Watkins, Frederick
Walthall, G. O.
Walden, Lucile
Ward, Thelma D.

Walthall, Dick M.
Walthall, Gracy
Walthall, Samuel D.
Walker, J. T.
Wiggley, Ida, nee Wamock
Ward, Mary
Ward, Cassie V.
Ward, Adah
Hail, Nettie V.
Hail, Laura Rachel
Ward, Eliza Jackson
Ward, Maggie Lorean
Weeden, Agnes
Walker, Minnie, nee Seifried
Waldon, Thomas
Waldon, Bird
Wheatley, Albert
Williams, Joe
Worley, Mary E., nee Spain
Wesley, Nelson T.
Wesley, Moses
Winters, Mondy
Winters, Walter B.
Winters, Hazel
Winters, Emma
Whitlock, Narcissa
Whitlock, Robert
Whitlock, Malla
West, Johnnie
West, Tomie
Wilburn, C. L.
Wilburn, Stella
Wilburn, Jesse H.
Wilburn, Fred
Wooton, James
Wooton, Lillie
Willis, Holmes U.
Willis, Margaret Evelyn
Wolfe, Frances
Williams, Alvarah V.
Welch, Bessie, nee Davis
Watkins, George W.
Watkins, Emma A.
Watkins, Calvin D.
Watkins, Oscar O.
Watkins, Albert E.
Watkins, Rosielee L.
Watts, Will
Whitesell, Jerome
Wagner, L. E.
Ward, Silas
Ward, Mary
Whitaker, Nellie
Wolf, Ben
Wolf, Fannie
Wolf, Lillie M.
Wolf, Ida
Wallace, John
Wallace, Minerva
Wallace, Clarence
Wallace, May M., nee Hick
Wallace, Viola
Wallace, Leona
Wallace, Mattie M.
Heck, Odie
Wever, Jo A.
Williams, Wilson
Woodward, C. A.
Wilkinson, Mary A.
Wilkinson, Ollis T.
Wilkinson, Duane A.
Winter, Geo. A.
Winter, Annie L.
Ward, W. G.
Ward, Elizira
Ward, Wm. H.
Williamson, Mary M.
Wilson, Sarah
White, John W.
White, Dora
White, Cora L.
Willis, Florence
Williams, Thomas H.
Williams, Mary E.
Williams, Dorthula
Williams, Aurelia
Williams, Leo M.
Wood, John W.
Wood, Edgar
Wood, George H.
Wood, Thomas L.
Wood, Robert D.
White, Rebecca, nee Spring
Williams, Fannie
Williams, W. A.
Williams, Almer

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Whitesel, M. E.
Whitesel, Zula
Whitesel, Fred L.
Whitsel, Willis L.
Whitesel, Katy May (married Ingle)
Whitaker, Clara
Ward, C. D.
Ward, Henry Lee
Ward, May M.
Webster, Ethel D.
Ward, Aaron
Walden, James C.
Walden, Winnie
Wright, Nettie Woods
Wright, Mongie
Wright, Pickens
Wallace, Roba A.
Wallace, David
Walton, Lizzie A. (Moore)
Watkins, W. R., Jr.
Watkins, Ruba Isabell
Watkins, Overton Love
Washington, Mary, nee James
Washington, Allen
Jones, S. M.
Ward, Homer B.
Webb, Abbie
Woods, Mary A.
Woods, Arthur Clay
Walker, J. C.
Walker, Minnie
Walker, Mary I.
Williford, Richard
Watters, Charley
Watters, Edward
Watkins, Nora
Watkins, William Eugene
Wolf, Mat, Sr.
Wolf, Fannie
Wolf, J. C.
Wright, Willie M.
Yarborough, George Augustine
Yarborough, William Henry
Yarborough, George A., Jr.
Young, Granville W.
Young, Mattie Lou
Young, Nancy Colbert
Young, Charles Ruben
Yoakum, John T.
Williams, Geo. C.
Williams, Oscar R.
Webster, Nannie W.
Webster, Robert
Webster, Josiah
Webster, Maggie
Webster, Ida May
Webster, Woods K.
Webster, Nancy Ivey
Ward, Chas. A.
Wilkes, Peachie, nee McConley
Walden, Lizzie
Waldon, Lucile
Wright, Om
Wright, Gertrude
Wallace, Mary
Wallace, Nellie
Wallace, Anna
Wright, James B.
Watkins, Lula Cathrine
Watkins, Henry Furman
Whitaker, Emma (case)
Washington, Edward J.
Winter, A. F.
Whittenberg, Lorenzo H.
Webb, J. M.
Woods, Robert A.
Woods, Lillie May
Woods, Ida Bell
Walker, Tandy C., Jr.
Walker, Tandy C.
Williford, Joe
Williford, Nannie
Watters, Isabel
Watkins, James
Watkins, James Arty
Watkins, Bessie May
Wolf, Mat, Jr.
Wolf, Ellen
Wright, O. S.
Wright, Pearl
Yarborough, James Martin
Yarborough, Minnie May (married Streetman)
Young, Adaline
Young, James Granville
Young, Bettie May
Young, Carrie Lee (married Setliff)
Yates, Laraa

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Yoakum, Minnie A.
Yoakum, Una L.
Yoder, Troy
Yancy, Minnie
Yancy, Lillie V.
Yancy, E. A.
Yarborough, James
Yarborough, Laverne
Yarborough, Nuvita
Yandell, Dora
Yoakum, Beulah P.
Yoder, Maidie, nee Powers
Yancy, James I.
Yancy, Clara B.
Yancy, Mattie E.
Yancy, Agnes L.
Yarborough, Annie
Yarborough, Julian
Yandell, John M.
Yandell, Linnie Smallwood

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Yandell, John, Jr.
Yandell, Nettie
Zanola, John
Zanola, Augustus
Zanola, Esther
Zanola, Worley
Yandell, Geo. W.
Yandell, Sim D.
Zanola, Mildred
Zanola, Annie
Zanola, Noah

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Grant, Froman (Calvin F.)
Grant, Mattie C.
Grant, Tom, Jr. (Tom P.)
Grant, Nora J.
Perry, Nora (Shannon)
Cooper, George
Cooper, Maude
Harris, Rose B.
Harris, Daniel
Lewis, Porter J.
Ridgeway, George W.
Ridgeway, William L.
Ridgeway, Henry E.
Sexton, Gilbert
Sexton, Claracy
Ward, Charles
Ward, Ira
Walker, Theodore D.
Perkins, Archie Lee
Perkins, William Hardin
Erwin, Laura
Everidge, Clara W.
Poland, William P.
Poland, Raymond G.
Poland, Robert P.
Poland, Dan Grigsby
Poland, Emer M. G.
Poland, Emma L.
Brown, Charles E.
Brown, Mary E.
Brown, Lucy
Brown, Emma
Brown, Charles A.
Brown, Anna May
Brown, Jesse Vinson
Amanda Abram 320
Riva Ann Abram 320
Tom Garrett Abram 320
Vina Maude Abram 320
Elwood Abram 320
Jesse Abram 320
Pt. in Garvin Co.
J. B. Abram 320
Garvin Co.
Hall, William S.
Hall, Daisy C.
Hall, Lucy A.
Hall, Jeneva
Hall, Cecil C.
Hall, Leo Bennett
Hall, Theodore Byron
Hall, William S., Jr.
Harrison, Mitchell
Harrison, Milo H.

Plaintiffs.

vs.

M. E. TRAPP, Secretary of State Board of Equalization, and JOHN O. Toole, County Clerk; J. I. Wood, County Treasurer, and John A.

OPY

Harrison, Sheriff of Pittsburg County; A. J. Cline, County
87 Clerk; Henry J. Bond, County Treasurer, and J. W. Phillips, Sheriff of Atoka County; Felix Gibson, County Clerk; Patrick Greenen, County Treasurer, and J. F. Murphy, Sheriff of Coal County; P. B. Adair, County Clerk; M. P. Rainey, County Treasurer, and James K. King, Sheriff of Hughes County; J. W. Milan, County Clerk; A. J. Steen, County Treasurer, and J. M. Meredith, Sheriff of Choctaw County; ——, County Clerk; J. W. Amend, County Treasurer, and William Ellis, Sheriff of Pushmetaha County; C. F. Rogers, County Clerk; H. T. Richardson, County Treasurer, and W. T. Graham, Sheriff of McCurtain County; W. S. Kerr, County Clerk; ——, County Treasurer, and T. J. Smith, Sheriff of Pontotoc County; C. W. Horrard, County Clerk; Joe B. Thurston, County Treasurer, and George W. White, Sheriff of McClain County; J. W. Twigg, County Clerk; J. F. Trimmer, County Treasurer, and C. F. Worley, Sheriff of Garvin County; Elmer Cleveland, County Clerk; J. C. Lindsay, County Treasurer, and T. A. Maxwell, Sheriff of Murray County; William B. Frame, County Clerk; D. M. Rumph, County Treasurer, and J. H. Akers, Sheriff of Carter County; J. I. Pittman, County Clerk; J. A. Myers, County Treasurer, and Al J. Davis, Sheriff of Love County; Levin C. Winn, County Clerk; J. E. McBrayer, County Treasurer, and L. D. Allen, Sheriff of Haskell County; J. D. Lindsay, County Clerk; W. S. Kilgore, County Treasurer, and M. B. Louthan, Sheriff of Grady County; J. M. Dyer, County Clerk; W. J. Chapman, County Treasurer, and S. P. Treadwell, Sheriff of Jefferson County; W. O. Campbell, County Clerk; V. Gayle, A. Barnes, County Clerk; J. T. Little, County Treasurer, and Clerk; E. P. James, County Treasurer, and A. S. Hamilton, Sheriff of Bryan County; G. W. Lowery, County Clerk; V. F. Eubank, County Treasurer, and N. H. Simpson, Sheriff of
88 Johnston County; A. L. Perdue, County Clerk; John C. Evans, County Treasurer, and John W. Riddle, Sheriff of Latimer County; S. J. Folsom, County Clerk; John H. Hinton, County Treasurer, and George B. Noble, Sheriff of Le Flore County.

Petition.

89 First. The above named plaintiffs, complaining of the above Defendants respectfully allege that plaintiffs, prior to the adoption and ratification of the Treaty of agreement between the Chickasaw and Choctaw Nations and the United States, commonly called the Atoka Agreement, approved June 28th, 1889, were citizens of the United States, and upon the admission of the State of Oklahoma into the Union on the 16th day of November, 1907, they became citizens of the State of Oklahoma, and ever since said date and time plaintiffs have been and are now citizens of the United States and of the State of Oklahoma, and entitled to all the rights, privileges and immunities of other citizens of the United States, and citizens of the State of Oklahoma, as guaranteed by the United States Constitution and the Constitution of the State of Oklahoma.

That the Defendant, M. E. Trapp, is the Secretary of the State Board of Equalization, which Board is charged by law with the duty of equalizing taxes as between the various counties in the State as an essential and necessary preliminary step to the levy and collection of State, County, Township, Road District and all other taxes authorized by law to be collected against and upon lands and other property; that under the law said Board is required to make up its report equalizing such taxes as between the various counties in the State and to forward the same to the Clerks of the various counties in the State before the lands can be finally assessed for taxation, and before the taxes herein referred to can be collected against said land; that said State Board of Equalization has made up its report as to the Counties hereinbefore mentioned, and has ordered and directed the said M. E. Trapp, as it- Secretary, to forward said report to the County Clerks of said counties, and that the said M. E. Trapp now has in his possession said report duly made up and cer-
90 tified as required by law, and will deliver the same to the County Clerks, unless restrained by the Court, and that said Clerks, if said certificates and report of said Board of Equalization are delivered to them, will extend the tax rolls upon and against the lands of the plaintiffs and include the plaintiffs' said lands upon the tax rolls of said counties and the County Treasurers of said counties will demand of the plaintiffs the taxes, state, county, township, road district and other taxes provided for in the laws of the State, upon said lands, and will issue his tax warrants against said lands to collect said taxes and deliver said tax warrant to the sheriffs, who will levy upon said lands to enforce the collection of said taxes, if said certificates and report of said Board of Equalization should be delivered to said County Clerks.

Plaintiffs further alleges that the lands allotted and patented to them, as members and citizens of the Choctaw and Chickasaw Tribes of Indians, in said counties are included in the lands equalized for the purpose of taxation by said State Board of Equalization, and will be included in the lands extended upon the tax rolls of said county by said clerks and that said lands of the plaintiffs will be assessed for taxation for the purpose of collecting thereon the taxes herein enumerated by the Boards of County Commissioners of said Counties, and the Sheriffs and Treasurers of said Counties claim a lien against said lands to enforce the collection of all of said taxes if said certificates and said report of said Board of Equalization shall be delivered to said County Clerks and said lands should be by them extended upon the tax rolls of said counties.

91 Second. The Plaintiffs respectfully allege that on and prior to the approval of said Atoka Agreement on the said June 26th, 1898, and prior to the allotment of the land of the land of the Chickasaw and Choctaw Nations, under the provisions of said Atoka Agreement, and the treaty and agreement hereinafter referred to as the Supplemental Agreement, ratified September 25th, 1902, the plaintiffs herein were citizens and members of the Chickasaw and Choctaw Tribes of Indians, and the owners of an equal undivided interest in the lands of the Chickasaw and Choctaw Tribes of Indians,

which said Tribes of Indians owned a fee simple title to all the lands embraced within the limits of said Tribes, and described in the treaties between the Chickasaw and Choctaw Tribes and the United States, and that the plaintiffs had been duly enrolled as members and citizens of said tribes by the Secretary of the Interior, in accordance with the provisions of said Atoka Agreement and said Supplemental Agreement, and the Acts of Congress, and were in all respects entitled to allotments of land of said tribes as provided in said treaties and the laws of the United States. That pursuant to the provisions of said agreements between the Chickasaw and Choctaw Tribes of Indians and the United States, lands have been allotted to the plaintiffs herein, equal in value to three hundred and twenty acres of average allottable lands of said tribes, and that the land allotted to each of the plaintiffs herein is of the average value of — dollars, per acre, and said allotments are of the average value of — dollars; that in accordance with the provisions of said agreements, certificates and patents have been issued and delivered to the plaintiffs, conveying said lands to them, whereby each of the plaintiffs herein has become the absolute owner of the fee in the land so allotted to him. That said Atoka Agreement in providing for the allotment of lands to the members and citizens of said Chickasaw and Choctaw Tribes among other things provides that:

92 "All the lands allotted shall be non-taxable while the title remains in the original Allottee*d*, but not to exceed twenty-one years from the date of Patent, and each allottee shall select from his allotment a homestead of one hundred and sixty acres, for which he shall have a separate patent and which shall be inalienable for twenty-one years from date of Patent."

And said Atoka Agreement further provided that:

"Said patent shall be framed in accordance with the provisions of this agreement, and shall embrace the lands allotted to such patentee and no other land, and the acceptance of his patents by such allottee shall be operative as an assent on his part to the allotment and the conveyance of all lands of the Choctaws and Chickasaws in accordance with the provisions of this agreement, and as a relinquishment of all his right, title, and interest in and to any and all parts thereof, except also his interest in the proceeds of all lands, coal and asphalt, herein excepted from allotment."

The plaintiffs allege and charge that the allotment and patenting of said land under the provisions of said treaties or agreements to the plaintiffs herein constitute a binding contract and agreement between the plaintiffs as such allottees and patentees, on the one side, and the other members allottees and patentees of the Chickasaw and Choctaw Tribes, and the Choctaw and Chickasaw Tribes and the United States on the other, and that each of the plaintiffs herein gave, contributed and surrendered to every other allottee and patentee of said tribe and to said tribes and to the United States a valuable consideration, binding upon himself, when he accepted his allotment certificate and patent therefor, and thereby released and relinquished all his right, title, claim and interest in and to the lands allotted to other members of the tribe.

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And plaintiffs further allege and charge that said consideration so given, contributed and surrendered, was upon the express and irrevocable condition that so long as the title to the land allotted and patented to them remained in them, it should not be subject to taxation for any purpose whatever, that such condition inhered in and was annexed to the title of the plaintiffs in and to said land so allotted and patented, to them, so that the same should remain exempt from taxation in all forms and for all purposes under the laws of the State of Oklahoma, so long as the title thereto remained in them, and plaintiffs allege that they have never conveyed or in any manner alienated said land and that the title thereto is
93 still in them as the original patentees thereof.

Third. Plaintiffs allege and charge that the Defendants —— —— as County Treasurers of said Counties, is endeavoring to collect, and, unless restrained by the Court, will collect from the plaintiffs and each of them certain pretended and unlawful taxes levied under the Constitution and laws of the State of Oklahoma, against the lands of the plaintiffs for the year 1908, said taxes having been levied for State, County, Township, Road District and all other purposes provided for in the laws of the State of Oklahoma, which taxes upon and against the lands of each of the plaintiffs herein will exceed the sum of Twenty Dollars, and amount in the aggregate to — Dollars, against the land of each of the plaintiffs for the said year 1908, and that said defendant, as such County Treasurer, is threatening to issue his tax warrant against the land owned and held by each of the plaintiffs herein, and unless restrained by the Court will issue his tax warrant against said land for all of said taxes and deliver the same to the said —— —— Sheriffs of said Counties, to enforce the payment and collection of such taxes, and that unless restrained by the Court, the said Sheriff will levy on, seize, advertise and sell the said land belonging to each of the plaintiffs herein for the purpose of collecting said taxes; that it is claimed by the said Defendants, and each of them that a lien exists in favor of the State, County, Township and Road District, in which the land of each of the plaintiffs is located to secure the payment of said taxes, and that unless restrained by the Court the said defendants will enforce and foreclose said lien in the manner provided by the laws of the State of Oklahoma; that said claim on the part of said defendants of the right to issue the said tax warrant against and to levy upon, sell, and enforce said pretended lien against the said land of each of the plaintiffs herein, has created a cloud upon the title of said land and greatly damages and injures the same.

94 But the plaintiffs allege and charge that all of the acts done and threatened aforesaid by the defendants in the effort to issue said tax warrants against said land, to levy upon, sell, and enforce said pretended lien against said lands are illegal, void and contrary to law, and contrary to the rights of the said plaintiffs, by reason of the fact as hereinbefore alleged that said lands of the said plaintiffs, and each of them, and every parcel thereof, is wholly nontaxable and exempt from the payment of taxes and from the issu-

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ance and levy of said tax warrants, and from said threatened sale of the same to enforce the collection of said pretended taxes.

Fourth. And the said plaintiffs further allege and charge that each and every act and proceeding, and threatened act and proceeding, on the part of the said defendant, tending to subject said land or any part thereof to levy and sale for the payment of said tax, or any part thereof is illegal and void, and contrary to the Constitution of the State of Oklahoma, and contrary to the United States, in this, that the levy upon, sale and foreclosure of the said pretended tax lien upon said lands of said plaintiffs would impair the value and obligation of the contract by and under which said land was allotted and patented to the plaintiffs, with the condition hereinbefore described annexed thereto, by which said land and each and every parcel thereof was to be and remain exempt from taxation and be non-taxible during the time the title thereto should remain in the original allottees and patentees, and for the further reason that the levy upon, sale and foreclosure of said pretended tax lien upon and against said land would deprive the plaintiffs and each of them of their land and property without due process of law, and deprive the said plaintiffs and each of them of a valuable vested right and property in the exemption given and guaranteed to them under the provisions of said treaty in and to said
95 land, in that said land was allotted and patented to them with the condition annexed, that the same should be and remain non-taxable during the time the title thereto remained in the said plaintiffs, as the original allottees and patentees thereof.

The plaintiffs allege that their said land is exempt from taxation under the Constitution of the State of Oklahoma, and is especially exempted by that provision of Section 6, Article 10 which reads in part as follows:

"All property owned by the Morrow Indian Orphans Home * * * shall be exempt from taxation and such property as may be exempt by reason of treaty stipulation existing between the Indians and the United States Government or by Federal Laws during the force and effect of such treaties or Federal Laws."

And plaintiffs alleges that their lands *was* exempt by treaties between the Chickasaw and Choctaw tribes of Indians, and the United States Government and that said treaties are in full force and effect and will remain in full force and effect as a Constitutional exemption of said lands of plaintiffs so long as the title thereto shall remain in them as original allottees and patentees, not to exceed twenty-one years from the date of the patents issued to them as herein alleged.

Fifth. The said plaintiffs further allege and charge that upon the admission of the State of Oklahoma into the Union the Constitution of said State confirmed and ratified the exemption of said lands from taxation and ratified and confirmed their right to hold and enjoy the same free and exempt from taxation so long as the title thereto remained in them, by the provision of Section 1 of the Schedule of the Constitution of said State, which reads as follows, to-wit:

"No existing rights, actions, suits, proceedings, contracts or claims

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shall be affected by the change in the form of Government, but all shall continue as if no change in the form of Government had taken place.

And plaintiffs allege and charge that they and each of them are, by the said provision of schedule to the Constitution of the State of Oklahoma, protected and guaranteed in the full enjoyment and exemption of their said land from taxation so long as the title thereto remains in them, to the same extent that their said
96 lands were exempt from taxation before the admission of said State into the Union.

Sixth. Plaintiffs further allege and charge that none of the laws of the State of Oklahoma relating to the assessment of property for taxation and providing the collection of taxes against real estate, and fixing a lien thereon to secure the payment of taxes for the year 1908, or at any other time, applied to or can be enforced against the lands of the plaintiffs, or any of them, but the plaintiffs allege and charge that if said laws of the State of Oklahoma be construed to apply to the lands of the plaintiffs, or any of them, or if it be held that they were intended by the legislature of the State to apply to the lands of the plaintiffs, or any of them, then the plaintiffs say that all of the said laws and each and every provision thereof, would be and are unconstitutional and void as to the lands of the plaintiffs, and in violation of Section 7 of Article 2 of the Constitution of Oklahoma, which provides that "No person shall be deprived of life, liberty or property without due process of law," in that the plaintiffs would be deprived of their property and deprived of the benefit of the exemption of said property from taxation, under the operation of said laws, without due process of law, and that said laws of the State of Oklahoma, providing for the assessment and collection of taxes, would in so far as they may be applied to the lands of the plaintiffs, be unconstitutional and void and in violation of Section 24 of Article 2 of the Constitution, which provides that "private property shall not be taken or damaged for public use without just compensation," in that said laws, enforced against the property of said plaintiffs, would take the plaintiff's property for public use without just compensation.

Seventh. Plaintiffs further state that if said laws of the State of Oklahoma, providing for the levying and collection of taxes, should be construed as applicable to the lands of plaintiffs, or any of them, so that the same should be subjected to the payment of said taxes under said laws, then plaintiffs allege and charge that said
97 laws are in conflict with Section 10 of Article 1 of the Constitution of the United States, which provides that "No State shall pass any bill of attainder or ex post facto or law impairing the obligation of contracts, * * *" because said laws would impair the obligations of the contract aforesaid, under which said lands were allotted and patented to the plaintiffs herein.

And the said plaintiffs further state that if said laws be construed as applying to the lands of the plaintiffs herein, or any of them, then said law is in violation of the Fourteenth Amendment of the Constitution of the United States, which provides that "No State shall

make any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty or property without due process of law, nor deny to any person within its jurisdiction the equal protection of the laws," because said laws would deprive the plaintiffs of their property without due process of law, and deny to the plaintiffs, as citizens of the United States, the immunity which belongs to them by reason of the exemption of said land from taxation.

Eighth. But the plaintiffs are informed and believe that the defendants claim the right and power to subject said land to the payment of said taxes for the year 1908, and to levy upon, sell, and enforce said pretended lien against said lands of the plaintiffs in order to collect said taxes, under and by virtue of the provisions of an Act of Congress entitled "An Act for the Removal of Restrictions from part of the lands of Allottees of the Five Civilized Tribes, and for other purposes," Approved May 27th, 1908, which, among other things, provides: "That all lands from which restrictions have been or shall be removed, shall be subject to taxation and all other civil burdens, as though it were the property of other persons than allottees of the Five Civilized Tribes."

And plaintiffs are informed and believe that the Defendants herein claim that said provision of said Act of Congress removed, cancelled and discharged plaintiffs' right to hold and enjoy
98 said lands, exempt from taxation, and rendered said land taxable, but plaintiffs allege and charge that said Act of Congress was passed without their knowledge or consent and that they have never consented to the removal, cancellation and discharge of their right to hold said land as exempt from taxation, and that if said provision of said Act of Congress was intended to remove, cancel or discharge plaintiffs' right to hold and enjoy said land exempt from taxation, then plaintiffs say that it would be void and in conflict with each and every provision, Article and Section of the Constitution of the State of Oklahoma and of the Constitution of the United States herein above set forth and pleaded, in that said Act of Congress would impair the obligation of the Contract under which said land was allotted to the plaintiffs as hereinbefore alleged, and would deprive the plaintiffs of their property without due process of law, and take their property for public purposes without just compensation, and deny to plaintiffs the rights and immunities granted to them by said Constitution.

Ninth. Plaintiffs further allege and charge that on the admission of the State of Oklahoma into the Union on November 16th, 1907, their said lands and every part thereof were exempt from taxation, and said exemption and the plaintiffs' right to hold said lands as exempt from taxation was ratified and confirmed by said Section 1 of the schedule to the Constitution of the State of Oklahoma; that on the admission of said State into the Union it, the said State, and the legislature thereof became and was invested with the sole power of making laws governing the taxation of property for and on behalf of said State and each and every county, municipality and legal subdivision thereof, and that the Congress of the United States was

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wholly without power or authority to pass any law authorizing or permitting the Officers of the State of Oklahoma, charged with the duty of assessing and collecting taxes for and on behalf of said State and the counties and every legal subdivision thereof, to assess or levy upon or sell any property of the plaintiffs or anyone else to
99 enforce the payment of taxes against the same, nor has Congress the power to pass any law subjecting any property of any kind, and particularly the property of the plaintiffs to taxation under the laws of the State of Oklahoma, and the said plaintiffs allege and charge that if said provisions of the Act of Congress approved May 27, 1908, providing that all lands over which restrictions on the right of sale have been or shall be removed shall be subject to taxation, be construed as applicable to the lands of the plaintiffs herein, then plaintiffs say it would be unconstitutional and void for the reason that Congress is without power to pass any law subjecting the property of plaintiffs to the payment of taxes under the laws of the State of Oklahoma.

Wherefore plaintiffs pray that the Defendants be summoned as required by law, and that a temporary injunction be granted restraining and preventing the said defendant, M. E. Trapp, from forwarding and delivering said reports of said Board of Equalization and certificates to the County Clerks of the Counties hereinabove mentioned and that the said County Clerks of said Counties be enjoined and restrained from extending any of the lands of the plaintiffs upon the tax rolls of any of said counties, and that the other defendants herein, the said County Treasurers and Sheriffs, be enjoined and restrained from levying upon, selling or doing any other act or thing tending to subject the said lands of plaintiffs or any part thereof to the payment of any of said State, County, Township, Road District, or other taxes provided for under the laws of the State of Oklahoma and that said lands and each and every part thereof be deemed to be exempted from taxation under the laws of the State of Oklahoma so long as the title thereto remains in the original allottees and patentees, and that on final hearing said injunction be made perpetual and that said plaintiffs have all other relief to which they may be entitled under the premises.

J. F. McMURRAY AND
W. A. LEDBETTER,
Attorneys for Plaintiffs.

100 I, Samuel Foster, after being sworn on oath do say that I am one of the plaintiffs in the above styled cause, and that each and every allegation of fact therein contained is within my personal knowledge true and correct.

SAMUEL FOSTER.

Subscribed and sworn to before me on this the 7th day of October, 1909.

FLORENCE THURMOND,
[SEAL.] *Notary Public.*

My Commission expires April 28th, 1913.

COPY

101 Endorsed on Back: No. 96. In the Supreior Court of Logan County, Oklahoma. George W. Choate, et al., Plaintiffs, vs. M. E. Trapp, Secretary of State Board of Equalization, et al., Defendants. Petition. Logan County, Filed, Oct. 7, 1909. James Kirkwood, Clerk Superior Court. J. F. McMurray, and W. A. Ledbetter.

102 Be it remembered, That thereafter and on the 11th day of November, A. D., 1909, the Honorable, J. M. Sandlin, Judge of the Superior Court of Logan County, Oklahoma, issued a Temporary Restraining Order in said cause, which said Order is in letters and writings as follows, to-wit:

103 In the Superior Court of Logan County, Oklahoma.

No. 96.

GEORGE W. CHOATE et al., Plaintiffs,
vs.
M. E. TRAPP et al., Defendants.

On this the 11th day of November, 1909, came on to be heard the application of the plaintiffs for a restraining order against the assessment, levy, advertising and sale of the property belonging to the plaintiffs for taxes, and after being duly advised in the premises, it is hereby ordered, adjudged and decreed that the Defendants: M. E. Trapp, Secretary of State Board of Equalization, and John O. Toole, County Clerk, J. I. Wood, County Treasurer, and John A. Harrison, Sheriff of Pittsburg County, A. J. Cline County Clerk, Henry J. Bond, County Treasurer, and J. W. Phillips, Sheriff of Atoka County, Felix Gibson, County Clerk, Patrick Greenen, County Treasurer, and J. F. Murphy, Sheriff of Coal County, P. B. Adair, County Clerk, M. P. Rainey, County Treasurer, and James K. King, Sheriff of Hughes County, J. W. Milan, County Clerk, A. J. Steen, County Treasurer and J. M. Meredith, Sheriff of Choctaw County, —— —— County Clerk, J. W. Amend, County Treasurer, and William Ellis, Sheriff of Pushmataha County, C. F. Rogers, County Clerk, H. T. Richardson, County Treasurer, and W. T. Graham, Sheriff of McCurtain County, W. S. Kerr, County Clerk, —— —— County Treasurer, and T. J. Smith, Sheriff of Pontotoc County, C. W. Hoggard, County Clerk, Joe B. Thurston, County Treasurer and George H. White, Sheriff of McClain County, J. W. Twiggs, County Clerk, J. F. Trimmer, County Treasurer, and C. F. Worlet, Sheriff of Garvin County, Elmer Cleveland, County Clerk, J. C. Lindsay, County Treasurer, and T. A. Maxwell, Sheriff of Murray County, William B. Frame, County Clerk, D. M. Rumph, County Treasurer and J. H. Akers, Sheriff of Carter County, J. I. Pittman, County Clerk, J. A. Myers, County Treasurer, and Al J. Davis, Sheriff of Love
104 County, Levin C. Winn, County Clerk, J. E. McBrayer, County Treasurer and L. D. Allen, Sheriff of Haskell County, J. D. Lindsay, County Clerk, W. S. Kilgore, County Treasurer, and

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M. B. Louthan, Sheriff of Grady County, J. M. Dyer, County Clerk, W. J. Chapman, County Treasurer, and S. P. Treadwell, Sheriff of Jefferson County, W. O. Campbell, County Clerk, V. Gayle, County Treasurer, and J. I. Webb, Sheriff of Marshall County, B. A. Barnes, County Clerk, J. T. Little, County Treasurer, and W. M. Cates, Sheriff of Stephens County, S. E. Swinney, County Clerk, E. P. James, County Treasurer, and A. S. Hamilton, Sheriff of Bryan County, G. W. Lowery, County Clerk, V. F. Eubank, County Treasurer, and N. H. Simpson, Sheriff of Johnston County, A. L. Perdue, County Clerk, John C. Evans, County Treasurer, and John T. Riddle, Sheriff of Latimer County, S. J. Folsom, County Clerk, John H. Hinton, County Treasurer, and George B. Noble, Sheriff of Le Flore County, and each of them are restrained from assessing, levying, advertising and selling, or doing any other act or thing preparatory to the selling of any of the land of the plaintiffs in this cause for taxes, until the further orders of this Court.

And that said Defendants and each of them are hereby restrained from collecting from the plaintiffs or any of them moneys claimed to be due for taxes against the property of the plaintiffs, and from receiving from the plaintiffs or any other persons for them any moneys claimed to be due for taxes against the land of the plaintiffs.

And the defendants and each of them are hereby ordered and directed to appear before this Court on the 22 day of December, 1909, and then and there show cause why an injunction should not be granted in this cause, permanently restraining the advertise-
105 ment or sale of the property of the plaintiffs for taxes in accordance with the prayer of the bill herein.

[SEAL.] J. M. SANDLIN,
Judge Superior Court of Logan County.

106 Endorsed on back: No. 96. George W. Choate, et al., Plaintiffs, vs. M. E. Trapp, et al., Defendants. Order. Logan County, Filed Nov. 11, 1909. James Kirkwood, Clerk Superior Court.

107 Be it remembered, That thereafter there was filed in said cause on the 24th day of January, A. D. 1910, a Demurrer to the amended Petition of the Plaintiffs, by the Defendants, which said Demurrer is in letters and writings as follows, to-wit:

108 STATE OF OKLAHOMA:

In the Superior Court of Logan County.

No. 96.

GEORGE W. CHOATE et al., Plaintiffs,
vs.
M. E. TRAPP, Secretary of State Board of Equalization, et al., Defendants.

Demurrer to Amended Petition.

Comes now the Defendants and demur to the Amended Petition, or Bill of Complaint herein, upon the grounds following, that is to say:

First. Because the Amended Petition or Bill of Complaint, does not state facts sufficient to constitute a cause of action in favor of the Plaintiffs, or any of them, against the Defendants, or any of them.

Second. Because there are no equities in the said amended Petition, or Bill of Complaint stated, entitling the Plaintiffs or any of them, to the relief prayed.

Third. Because this suit is one against the State of Oklahoma, to restrain it in its sovereign capacity from collecting as against the property of plaintiffs, the legitimate revenue due to it, and to its different counties and municipalities, and therefore cannot be brought and maintained without its consent, which consent has not been given.

CHARLES WEST,
Attorney General.
CHAS. L. MOORE,
Assistant Attorney General.

109 Endorsed on Back: No. 96. In the Superior Court of Logan County, Oklahoma. George W. Choate, et al., vs. M. E. Trapp, Secretary of State Board of Equalization et al. Demurrer to Amended Petition. Logan County. Filed Jan. 24, 1910. James Kirkwood, Clerk Superior Court. Attorney General.

110 Be it remembered, That thereafter and on the 7th day of June, A. D. 1910, the Court rendered a Judgment in said cause, which said Judgment is in letters and writings as follows, to-wit:

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111 In the Superior Court of Logan County, Oklahoma.

Case No. 96.

GEORGE W. CHOATE et al., Plaintiffs,
vs.
M. E. TRAPP, Secretary of State Board of Equalization, and JOHN O. TOOLE, County Clerk, et al., Defendants.

Journal Entry.

Now on this 7th day of June, A. D. 1910, this cause coming regularly on to be heard, set down by agreement at this date.

The Plaintiffs appeared by their Attorney, W. A. Ledbetter, and the Defendants appeared by Chas. L. Moore, Assistant Attorney General, and the Court being fully advised in the premises does sustain Defendants' demurrer to Plaintiffs' Petition, to which the Plaintiffs and each of them except and save exceptions.

Thereupon Plaintiffs announce in open Court that they elect to stand upon their Petition and will not plead further.

Thereupon it is Considered, Ordered and Adjudged, by the Court, that the temporary order of this Court made and entered of record on the 11th day of November, 1909, be vacated and set aside and held for naught and that the Defendants go hence without day and have and recover of and from the Plaintiffs their costs herein laid out and expended, taxed at $—.

To all of which the Plaintiffs, and each of them, at the time except and save exceptions.

Done this 7th day of June, A. D. 1910.

[SEAL.] J. M. SANDLIN, *Judge.*

112 STATE OF OKLAHOMA,
County of Logan, ss:

Clerk's Certificate.

I, James Kirkwood, the undersigned Clerk of the Superior Court of Logan County, Oklahoma, do hereby certify that the within and foregoing is a true and correct transcript of the Petition, Demurrer to Amended Petition, Temporary Order and Journal Entry in said cause now on file in my office.

[Seal Superior Court of Logan County, Oklahoma.]

JAMES KIRKWOOD, *Clerk.*

COPY

113 In the Supreme Court of the State of Oklahoma.

GEORGE W. CHOATE et al., Plaintiffs in Error,
vs.
M. E. TRAPP, Secretary of the State Board of Equalization, Defendants in Error.

Application for Supersedeas.

Now comes George W. Choate and each and all of the other parties plaintiff in the court below, who are plaintiffs in error in this court, and respectfully pray that a supersedeas be granted herein, staying the effect of the judgment of the court below, dissolving the temporary injunction or restraining order and restraining the defendants and each of them from in any manner collecting the taxes referred to in the petition in the court below or selling the property of the plaintiffs as described in the petition in the court below.

Respectfully submitted,

J. F. McMURRAY AND
W. A. LEDBETTER,
Att'ys for Pl'ffs in Error.

Endorsed: No. 1856. Application for supersedeas. Geo. W. Choate et al., v. M. E. Trapp, Sec'y of the State Board of Equalization *Board*. Appl. for Supersedeas. Allowed & bond fixed at double amount involved on the part of pl'ffs in error. (Filed Jul-12, 1910. W. H. L. Campbell, Clerk.)

114 STATE OF OKLAHOMA:

In the Supreme Court.

No. —.

GEORGE W. CHOATE et al., Plaintiffs in Error,
vs.
M. E. TRAPP, Secretary of State Board of Equalization, et al., Defendants in Error.

Motion of the Defendants in Error to Advance Cause for Hearing.

Come now the Defendants in error, and move the court to advance the above entitled cause upon its docket and to set the same down for an immediate hearing, for the reason that the same is of great public importance, in that it involves a large amount of the current public taxes as revenues due the State, Counties, and Municipalities in each of the Counties of Pittsburg, Atoka, Coal, Hughes, Choctaw, Pushmataha, McCurtain, Pontotoc, McClain, Garvin, Murray, Carter, Love, Haskell, Grady, Jefferson, Marshall, Stephens, Bryan,

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Johnston, Latimer and Le Flore, levied for the years 1908 and 1909, and now long past due and delinquent, and aggregating for each year, as nearly as can be approximated, upwards of one million dollars; that the delay in collecting said taxes works an infinite hardship upon the said Counties and the various municipalities therein, to which the said taxes sought to be enjoined are due, and for want of which they are unable to meet the public debts legally contracted, or to properly carry on the functions of local government.

115 That the temporary order of restraint, made by the trial court on the — day of December, 1909, was without notice or bond, and is contended for by the Plaintiffs in Error as being still in force, claiming that the order vacating said temporary restraint, has been superseded by reason of the appeal to this court.

That but a single legal question is involved herein, to-wit:

The constitutionality of those Acts of Congress by which restrictions against the alienation of the lands involved, were removed, and the said lands thereby made subject to taxation, which is raised by Demurrer to the Amended Petition, and which Demurrer was by the trial court sustained, and no further plea being interposed, judgment was rendered denying the prayer of the Amended Petition, from which judgment this appeal is prosecuted.

That Briefs herein have been filed and served on behalf of the Defendants in Error in accordance with the rules of this Court, and that said cause is now ready for submission.

CHAS. WEST,
Attorney General.
CHAS. L. MOORE,
Ass't Attorney General.

116 STATE OF OKLAHOMA,
County of Logan, ss:

Chas. L. Moore, of lawful age, being first duly sworn, upon his oath deposes and says:

That affiant is of counsel for the Defendants in Error herein, and that as such on July 7, 1910, he mailed one copy of the Brief herein, and on July 8, 1910, one copy of this Motion to advance, to Hon. W. A. Ledbetter, of Oklahoma City, and to Hon. J. F. McMurray, of McAlester, Oklahoma, of counsel for Plaintiffs in Error, postage on each fully postpaid.

[SEAL.] CHAS. L. MOORE.

Subscribed and sworn to before me this eighth day of July, 1910. My commission Expires Dec. 19, 1911.

JULIET WRIGHT,
Notary Public.

Endorsed: No. 1856. State of Oklahoma, in the Supreme Court. George W. Choate et al., plaintiffs in error, vs. M. E. Trapp, Secretary State Board of Equalization, et al., defendants in error. Motion of the defendants in error to advance cause for hearing. (Filed Jul- 13, 1910. W. H. L. Campbell, Clerk. Chas. West, Attorney General, Chas. L. Moore, Assistant Attorney General.

117 And thereafter, to-wit: on the 26th day of July, 1910, in the Supreme Court of Oklahoma, the following proceedings were had, in said cause:

Supreme Court, July Term, 1910. July 26th, 1910. Fifth Judicial Day.

#1856.

GEO. W. CHOATE et al., Plaintiffs in Error,
vs.
M. E. TRAPP, Sec'y B'd of Equalization, et al., Defendants in Error.

And now this cause comes on for hearing upon the motion herein of defendants in error to advance the above cause on the docket, and it is ordered by the court that the motion to advance be allowed, and the cause set for the September, 1910, Term.

118 And thereafter, to-wit: on the 26th day of July, 1910, in the Supreme Court of Oklahoma, the following proceedings were had in said cause:

Supreme Court, July Term, 1910. July 26th, 1910. Fifth Judicial Day.

#1856.

GEO. W. CHOATE et al., Plaintiffs in Error,
vs.
M. E. TRAPP, Sec'y B'd of Equalization, et al., Defendants in Error.

And now this cause comes on for hearing by the court upon the application herein for supersedeas, and the court having duly considered the same and being fully advised in the premises finds that the application for supersedeas in the above entitled cause should be allowed, and it is so ordered, and bond fixed at double the amount involved on the part of plaintiffs in error.

119 In the Supreme Court of the State of Oklahoma.

No. 1856.

GEORGE W. CHOATE et al., Plaintiffs in Error,
vs.
M. E. TRAPP, Secretary of State Board of Equalization, et al., Defendants in Error.

Motion to Consolidate Cases.

Comes now Charles West, Attorney General of the State of Oklahoma, and moves the court to consolidate for the purpose of argu-

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ment and submission the above entitled cause with the following styled and numbered cases, now pending in this court, viz:

Case No. 1761, English vs. Richardson, Treasurer.
" " 1794, Porter vs. Treasurer, Muskogee County.
" " 1795, Alexander vs. Treasurer, Hughes County.
" " 1877, Gleason vs. Treasurer, Pittsburg County.

In support of said motion it is alleged that all of said cases involve exactly the same legal questions; that a printed brief has been prepared and filed on behalf of defendant in error herein. Said Attorney General requests that should the order of consolidation be made as herein requested, the several defendants in error in the several cases hereinbefore set out be not required to prepare and file printed briefs in each of said cases, but that the brief in this case be considered as the brief of the Attorney General for all the defendants in error, in all the said cases involving the same questions.

CHARLES WEST,
Attorney General.
CHARLES L. MOORE,
Assistant Attorney General.

120 Endorsed on back as follows: No. 1856. In the Supreme Court of the State of Oklahoma. Geo. W. Choate, et al., Plaintiff in Error, vs. M. E. Trapp, Secretary of State Board of Equalization, et al., Defendants in Error. Motion to consolidate cases. (Allowed.) Chas. West, Att'y Gen'l, W. C. Reeves, Ass't Att'y Gen'l. (Filed Sep. 12, 1910. W. H. L. Campbell, Clerk.)

121 And thereafter, to-wit: on the 13th day of September, 1910, in the Supreme Court of Oklahoma, the following proceedings were had in said cause:

Supreme Court, September Term, 1910, September 13th, 1910, First Judicial Day.

#1856.

GEO. W. CHOATE et al., Plaintiffs in Error,
vs.
M. E. TRAPP, Sec'y, et al., Defendants in Error.

And now on this day it is ordered by the court that the above cause be, and the same is hereby passed

122 And thereafter, to-wit: on the 20th day of September, 1910, in the Supreme Court of Oklahoma, the following proceedings were had in said cause:

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Supreme Court, September Term, 1910, September 20th, 1910, Seventh Judicial Day.

#1856.

GEO. W. CHOATE et al., Plaintiffs in Error,
vs.
M. E. TRAPP, Sec'y, et al., Defendants in Error.

And now on this day it is ordered by the court that the motion herein to consolidate the above cause with cases number 1761, 1794, 1795, and 1877, be, and the same is hereby, allowed.

123 And thereafter, to-wit: on the 12th day of January, 1911, in the Supreme Court of Oklahoma, the following proceedings were had in said cause:

Supreme Court, January Term, 1911, January 12th, 1911, Third Judicial Day.

#1856.

GEO. W. CHOATE et al., Plaintiffs in Error,
vs.
M. E. TRAPP, Sec'y, et al., Defendants in Error.

And now on this day the above cause is argued orally and the cause submitted on the record, briefs and oral argument.

124 And thereafter, to-wit: on the 21st day of March, 1911, in the Supreme Court of Oklahoma, the following proceedings were had in said cause:

Supreme Court, March Term, 1911, March 21st, 1911, First Judicial Day.

#1856.

GEO. W. CHOATE et al., Plaintiffs in Error,
vs.
M. E. TRAPP, Sec'y, et al., Defendants in Error.

And now this cause comes on for final decision and determination by the court upon the record and briefs filed herein.

And the court having duly considered the same and being fully advised in the premises, finds: that the judgment of the trial court in the above cause should be affirmed.

It is therefore ordered and adjudged by the court that the judg-

ment of the trial court in the above cause, be, and the same is hereby affirmed.

Opinion by Dunn, J.

All the Justices concur, except Kane, J., who dissents.

125 (Filed 21st Day of March, 1911.)

In the Supreme Court of the State of Oklahoma.

No. 1856.

GEORGE W. CHOATE et al., Plaintiffs in Error.

vs.

M. E. TRAPP, Sec. of the State Board of Equalization, Defendant in Error.

Syllabus.

Section 4 of an Act of Congress of May 27, 1908, (ch. 199, 35 Stat. L. 312-313) entitled, "An Act for the removal of restrictions from part of the lands of allottees of the Five Civilized Tribes, and for other purposes," is valid and under and by virtue thereof the lands of all allottees of the Five Civilized Tribes of Indians from which restrictions have been or shall be removed, are subject to taxation under the general laws of the state equally with the property of all persons.

Error from the Superior Court of Logan County.

J. M. Sandlin, Trial Judge.

Affirmed.

J. F. McMurray and W. A. Ledbetter, Attorneys for Plaintiffs in Error.

Charles West, Attorney General, and Charles L. Moore, Assistant Attorney General, Attorneys for Defendant in Error.

Opinion of the Court.

DUNN, *J.*:

This case presents error from the Superior Court of Logan County. The action is joined in by some nine thousand parties plaintiff, members and allottees of the Choctaw and Chickasaw Tribes of Indians, who are now resident citizens of the state of Oklahoma, each claiming to be a separate owner in fee simple of certain allotted lands held in severalty throughout a number of the different counties of the state. The issues presented are identical in all respects with those in the case of Gleason v. Wood, and the opinion of the court in that case is adopted and promulgated as the opinion in this one.

The judgment of the trial court sustaining a demurrer to the petition is accordingly affirmed.

Turner, C. J., Williams and Hayes, JJ., concur.

Kane, J., dissents.

126 (Filed 21st Day of March, 1911.)

In the Supreme Court of the State of Oklahoma.

No. 1877.

MICHAEL H. GLEASON et al., Plaintiffs in Error,
v.
J. I. WOOD, County Treasurer of Pittsburg County, Oklahoma, et al., Defendants in Error.

Syllabus.

Section 4 of an Act of Congress of May 27, 1908, (ch. 199, 35 Stat. L. 312-313) entitled, "An Act for the removal of restrictions from part of the lands of allottees of the Five Civilized Tribes, and for other purposes," is valid and under and by virtue thereof the lands of all allottees of the Five Civilized Tribes of Indians from which restrictions have been or shall be removed, are subject to taxation under the general laws of the state equally with the property of all other persons.

Error from the Superior Court of Pittsburg County.

P. D. Brewer, Trial Judge.

Affirmed.

McCurtain & Hill, and W. L. Sturdevant, Attorneys for Plaintiffs in Error.

Charles West, Attorney General, and Charles Moore, Assistant attorney General, Attorneys for Defendants in Error.

127 *Opinion of the Court by*

DUNN, *J.:*

This case presents error from the Superior Court of Pittsburg County, the plaintiffs being citizens and members and the original allottees of the Choctaw Tribe of Indians, and holding allotments of lands in several different counties of the state. The action is brought to enjoin and restrain the defendants as treasurers of these counties from collecting or attempting to collect taxes on said lands for the year 1909. It is contended by counsel that the allotted lands of the Choctaw Tribe of Indians cannot be taxed so long as the title remains in the original allottee not to exceed twenty-one years from the date of the patent. That by sec. 29 of an act of Congress of

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June 28, 1898, (30 Stats. L. 495) generally known as the Atoka Agreement, the United States government made a valid and enforceable contract between itself and the Choctaw nation, and that among the terms of said contract was the provision that "all the lands allotted shall be non-taxable while the title remains in the original allottee but not to exceed twenty-one years from date of patent." That this agreement was ratified by a vote of the Choctaw Tribe or Indians and all of the provisions contained therein were adopted by them, and it is claimed that the exemption from taxation was a part of the consideration to them for entering into the same. That the exemption was not a gratuity or privilege, but on its vesting, became a property right, based upon a sufficient consideration, accepted by both parties which could not be taken away by subsequent legislation. It is further contended that the constitution of the state of Oklahoma, adopted in 1907, recognized the force and validity of this contract in Sec. 6, of art. 10, (p. 289 Snyder's Const.) wherein it is provided that:

"All property owned," etc. * * * "shall be exempt from taxation, and such property as may be exempt by reason of treaty stipulations, existing between the Indians and the United States government, or by Federal laws, during the force and effect of such treaties or Federal laws."

128 It is claimed that herein was a recognition and ratification by the state of Oklahoma, of the act of Congress above referred to, which constituted a contract between the state and the Indians which could not be abrogated by subsequent acts of Congress. May 27, 1908, Congress passed an act (ch. 199, 35 Stat. L. 312), entitled "An Act for the removal of restrictions from part of the lands of allottees of the Five Civilized Tribes, and for other purposes," among the provisions of which are the following:

SEC. 1. "That from and after sixty days from the date of this Act the status of the lands allotted heretofore or hereafter to allottees of the Five Civilized Tribes, shall, as regards restrictions and alienations or incumbrances, be as follows: All lands, including homesteads, of said allottees enrolled as intermarried whites, as freedmen, and as mixed-blood Indians having less than half Indian Blood including minors shall be free from all restrictions. * * *"

Section 4 of said act provides:

"That all land from which restrictions have been or shall be removed shall be subject to taxation and all other civil burdens as though it were the property of other persons than allottees of the Five Civilized Tribes. * * *"

Plaintiffs state that they and they for whom they sue are members of the Choctaw Tribess of Indians, and Choctaw citizens and original allottees enrolled as of September 25, 1902, and are among the number of those from whose allotments restrictions were removed by the above provisions. To the petition filed setting forth in full the facts upon which reliance is placed to recover, a general demurrer was filed which, in due course, was heard by the court and sustained, and the case has been lodged in this court for review.

The question raised is, after these lands had been taken, under the terms and provisions of the allotment acts agreed to by the members of the different tribes, which provided exemption from taxation, did Congress have the power to remove the restrictions and to subject them under the act of May 27, 1908, to taxation and all civil burdens as though they were the property of other persons than the allottees of such tribes.

129 In an action arising in the Creek Nation, United States v. Shock, recently decided by Judge Campbell of the Eastern District of Oklahoma, but not yet reported, it is said:

"The Constitution of this state (sec. 270) provides that 'such property as may be exempt by reason of treaty stipulations existing between the Indians and the United States government, or by Federal laws, during the effect of such treaties or Federal laws, shall be exempt from taxation.' Congress, by the act of April 26, 1906, (34 Stat. 137), provided: 'That all lands upon which restrictions are removed shall be subject to taxation and the other lands shall be exempt from taxation as long as the title remains in the original allottee.' The last mentioned act, as its title indicates, is to provide for the final disposition of the affairs of the Five Civilized Tribes, and the lands referred to in the provision above mentioned are the lands allotted to members of the Five Civilized Tribes, the subject of the tax here involved. By an act of May 27, 1908, (35 Stat. 312) it was further provided: 'That all lands from which restrictions have been or shall be removed, shall be subject to taxation and all other civil burdens, as though it were the property of other persons than allottees of the Five Civilized Tribes.' From this it is clear that regardless of prior legislation or treaties the intention and policy of Congress as expressed by the two acts last referred to, was that so long as these allotted lands remain subject to any restriction upon alienation, they shall not be taxed by the state, but whenever all restriction upon alienation shall be removed, then such lands shall be subject to taxation, and other civil burdens to which other lands are subjected. Therefore, any attempt on the part of the state to tax restricted lands would be in violation not only of the acts of Congress enacted pursuant to its paramount and sole right to legislate regarding these lands, but would also violate the exemption expressed in the state constitution. In view of the purpose which prompted Congress, in the first instance, to place restrictions upon the alienation of these allotted lands, and in view, also, of the purpose of Congress, as expressed in the act of 1893, providing for the Dawes Commission, and various subsequent acts, to prepare what was then the Indian Territory for statehood, with a view to the establishment of a state at an early date, which has now been accomplished, it is entirely reasonable that Congress should not have intended the exemption from taxation to exist longer than the time during which the lands were inalienable. Goudy v. Meath, 203 U. S. 146. Therefore the complainant in this case can not successfully contend that the lands of any particular class of Creek allottees were exempt from taxation by the state at any particular time, un-

less it appears that at such time the lands were inalienable by reason of restrictions still existing upon their alienation."

While the foregoing expresses the policy of Congress and holds that the lands from which the restrictions have been removed are available for taxing purposes by the state, the questions presented to us appear to have been assumed rather than considered at length, yet we believe after a full consideration of the authorities that Judge Campbell is amply sustained in the conclusion to which he
130 came. The people of the state in the adoption of the terms of the Enabling Act in effect have disclaimed any right or authority to limit or affect the power of the government to make any law or regulation respecting Indians, their lands, property or other rights which the government might have made, had the territory embracing the same not been created into a state, and has held as exempt the property of the Indians in accordance with the treaties or Federal laws relating thereto during the force and effect of the same. So that the general laws relating to the taxation of all property within the state for the purposes of state and municipal government under the provisions of the Enabling Act and the constitution, were suspended from operating upon these lands so long as they were held inalienable and exempt from taxation by the laws of Congress. On Oklahoma coming in as a state it yielded the right to the Federal government to legislate as to this property of either absolving it from taxation or by removing the exemption, thereby bringing it within the operation of the general taxing system of the state. When, therefore, Congress acted and the exemption was removed, the state's power to tax by operation of law immediately attached. This, it occurs to us, is the extent, force and effect of the provisions of the Enabling Act and the constitution. The state entered into no contract with the Indian Tribes or the members thereof. It made no agreement, and it received naught from them as a consideration for the relief which they here demand. Its sole contract in reference to these matters was with Congress wherein it agreed that it would recognize and respect its legislation. So long as Congress maintained the laws under which these lands were exempt, the state under this agreement was required to recognize the same, but when Congress repealed them, and rendered the lands the same as those of all other citizens of the state, there was no broken pledge on its part when it enforced the same laws with reference to these lands that it did on those of all others.

131 But, it is contended that before there was a state, the members of these tribes and the allottees, had taken title to those lands under and by virtue of the terms of a valid contract; that the right of exemption from taxation was a vested property right growing out of a compliance on the part of these plaintiffs with the terms of that contract of which Congress lacked the power to strip them. It must be conceded that the treaties under which the lands were allotted, so far as they were legislative in character, were merely statutes. Hence a statute conflicting therewith subsequent thereto superseded them. Horner v. United States et al., 143 U. S. 570, 36 Law ed. 2661; The Cherokee Tobacco, 11 Wall. 616, 20 Law ed.

227; Thomas et al. vs. Gay et al., 189 U. S. 264, 42 Law ed. 740; Stephens et al. v. Cherokee Nation, 174 U. S. 445, 43 Law ed. 1041; Lone Wolf et al. v. Hitchcock, 187 U. S. 553, 47 Law ed. 299.

Speaking to this general question, the Supreme Court of the United States in the case last cited, (Lone Wolf et al. v. Hitchcock), said:

"Plenary authority over the tribal relations of the Indians has been exercised by Congress from the beginning, and the power has always been deemed a political one, not subject to be controlled by the judicial department of the government. Until the year 1871 the policy was pursued of dealing with the Indian tribes by means of treaties, and, of course, a moral obligation rested upon Congress to act in good faith, in performing the stipulations entered into in its behalf. But, as with treaties made with foreign nations (Chinese Exclusion Case, 130 U. S. 581, 600, 32 L. ed. 1068, 1073, 9 Sup. Ct. Rep. 623), the legislative power might pass laws in conflict with treaties made with the Indians. (Citing authorities) * * * The power exists to abrogate the provisions of an Indian treaty, though presumably such power will be exercised only when circumstances arise which will not only justify the government in disregarding the stipulations of the treaty, but may demand, in the interest of the country and the Indians themselves, that it should do so. When, therefore, treaties were entered into between the United States and a tribe of Indians it was never doubted that the power to abrogate existed in Congress, and that in a contingency such power might be availed of from considerations of governmental policy, particularly if consistent with perfect good faith towards the Indians. In United States v. Kagama (1885) 118 U. S. 375, 30 L. ed. 228, 6 Sup. Ct. Rep. 1109, speaking of the Indians, the court said: * * * 'The power of the general government over these remnants of a race once powerful, now weak and diminished in numbers, is necessary to their protection, as well as to the safety of those among whom they dwell. It must exist in
that government, because it never has existed anywhere else,
132 because the theater of its exercise is within the geographical limits of the United States, because it has never been denied, and because it alone can enforce its laws on all the tribes.' That Indians who had not been fully emancipated from the control and protection of the United States are subject, at least so far as the *trial* lands were concerned, to be controlled by direct legislation of Congress, is also declared in Choctaw Nation v. United States, 119 U. S. 1, 27 30 Law ed. 306, 314, 7 Sup. Ct. Rep. 75, and Stephens v. Choctaw Nation, 174 U. S. 445, 483, 43 Law ed. 1041, 1054, 19 Sup. Ct. Rep. 722."

Whether the act removing restrictions and subjecting these lands to taxation was one in perfect good faith towards the Indians, is a question which should be addressed to Congress for as we view the same, unless there was a valid contract, the power under all the authorities existed. At the time of the making of the treaties and passage of the acts of Congress within which the exemptions referred to are provided for, Congress was vested with the full authority to fix the terms of the same. As was held by the authority from which

we last quoted, Congress from the beginning has exercised plenary authority over the tribal relations of Indians. Not only has this power been exercised over the tribal affairs, but it is extended to the property of the members and the disposition thereof, its tenure, title, and all rights growing out of it. The individual interest therein which has been given has been by virtue of its plenary legislative authority and the interest and title withheld has been under the same power. For, as was said by Judge Hook in Ligon et al. v. Johnston et al., 164 Fed. 670: "The disposition of the tribal property of the Indian tribes falls within the legislative domain, the power of Congress is supreme, and its action is conclusive upon the courts," citing Cherokee Nation v. Hitchcock, supra, and Lone Wolf v. Hitchcock, supra. See also Hayes v. Barringer, 168 Fed. 221, and Wallace et al. v. Adams et al., 143 Fed. 716. Therefore, being vested with this plenary authority there was naught in the nature of a consideration possessed by the members of the different tribes, which they could yield to Congress as a basis for the claim which is made in this and kindred cases, and in order to enforce a claim of exemption from taxation, the same necessity for a proper con-
133 sideration exists as if the contract were between private parties. Grand Lodge of the State of Louisiana v. New Orleans, 166 U. S. 143, 41 Law ed. 951. This case was one wherein the Grand Lodge of F. & A. Masons of the state of Louisiana purchased and owned a certain hall in the city of New Orleans. In 1855, the legislature of the state provided by an act for the exemption of said hall from city and parish taxation so long as it was occupied by said lodge. In 1879, a new constitution was adopted by the state of Louisiana under which the same was made taxable, and the authorities proceeded thereunder to tax and sell the said property for the taxes. The lodge brought an action seeking to restrain the collection and the United States Supreme Court held that the act did not constitute a contract and that the property was subject and liable to taxation.

The case of County of Stanislaus et al. v. San Joaquin & King's River Canal etc. Co. 192 U. S. 201, 48 Law ed. 406, was one wherein the defendant in error sought to have held invalid a certain law under which its income from its water rates was sought to be curtailed. In 1862 the California legislature passed an act for the organizing of water companies and provided that the rents or tolls of the same should be subject to regulation by a board of supervisors of the county in which they were situated but that they should not be reduced so low as to fail to yield the stockholders less than one and one-half per cent per month upon the capital actually invested. This company built its canal while this law was in force and effect. Thereafter and in 1885, the legislature passed an act relating to the same subject which provided under its operation for a substantial reduction of the rates claimed under the original act. The Supreme Court of the United States, speaking through Mr. Justice Peckman, held that the company had no contract and said:

"In our belief, the language of the act of 1862 does not and was not intended to form a contract, but simply amounted to the state-

ment of the then pleasure of the legislature, to so remain until subsequently altered by it."

134 The case of Welch v. Cook, et al., 7 Otto, 541, 24 Law ed. 1112, arose in the District of Columbia. In 1873 the legislative assembly of that District passed an act providing that "all property, real and personal, which may hereafter be actually employed within the limits of the District of Columbia for manufacturing purposes, shall be exempt from all general taxes for a period of ten years from the date of this act going into effect: Provided, that the value of the property so employed for manufacturing purposes shall not be less than $5,000." Thereafter and on June 20, 1874, Congress repealed the said act. Plaintiff brought his action alleging that on the faith of the act of the legislative assembly he had expended large sums of money in improving his property which was within the provisions of the tax exempting act and that in pursuance of said law the commissioners exempted the same for the year ending June, 1874, but were about to sell the same for taxes for the year 1875 under the act of Congress above mentioned. The court held that no contract was created, that the act was a bounty law which was good as long as it remained unrepealed, but that there was no pledge that it should not be repealed at any time.

In the case of Christ Church v. Philadelphia County, 24 How 300, 16 L. ed. 602, it appeared that in 1833, the legislature of Pennsylvania passed an act which exempted Christ Church Hospital in the city of Philadelphia, providing, "that the real property, including ground rents, now belonging and payable to Christ Church Hospital in the city of Philadelphia, so long as the same shall continue to belong to the said hospital, shall be and remain free from taxes." In the year 1851, this act was partially repealed and a portion of the real property previously exempted was taxed. Suit was brought to restrain the same and when the case reached the Supreme Court of the United States, it was disposed of in an opinion by Mr. Justice Campbell, wherein it was said:

135 "The plaintiffs claim that the exemption conceded by the Act of 1833 is perpetual, and that the Act itself is in effect a contract. This concession of the Legislature was spontaneous, and no service or duty, or other remunerative condition was imposed on the corporation. It belongs to the class of laws denominated privilegia favorabilia. It attached only to such real property as belonged to the corporation, and while it remained as its property; but it is not a necessary implication from these facts that the concession is perpetual or was designed to continue during the corporate existence. Such an interpretation is not to be favored, as the power of taxation is necessary to the existence of the state, and must be exerted according to the varying conditions of the commonwealth. The Act of 1833 belongs to a class of statutes in which the narrowest meaning is to be taken which will fairly carry out the intent of the legislature. * * * It is in the nature of such a privilege as the Act of 1833 confers, that it exists bene placitum and may be revoked at the pleasure of the sovereign."

The case of Wisconsin & Michigan Ry. Co. v. Powers, 191 U. S.

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379, 48 law ed. 229, likewise involved a claim somewhat similar to the one in the case at bar. May 27, 1893, the legislature of Michigan provided in an act for levying a specific tax on railroads, that the same nor any other law of that state should not apply to any railroad company thereafter building or operating a line of railroad within the state north of a certain parallel, until the same had been operated for a full period of ten years, unless the gross earnings equaled $4,000 per mile. Thereafter a railroad company constructed a road north of the parallel, and its gross earnings never equaled $4,000 per mile and it would have been entitled to the exemptions stated if the law mentioned was in force. In 1897 the state legislature passed an act amending the previous act and under it taxed this road. To a bill setting up these facts a demurrer was filed. In sustaining the power to tax, the Supreme Court of the United States held that no contract, exempting from taxation was made by the act of 1893, and that the levy made was valid.

Two other cases similar to the foregoing are those of Tucker et al. v. Ferguson et al. 22 Wall. 527, 22 L. ed. 805, and West Wisconsin Ry. Co. v. Board of Supervisors, etc. 3 Otto, 595, 23 Law ed.
136 814. In the former, the court held that "a provision in a state act, exempting lands specified from local taxation for three years, was not a contract." And in the latter case it was held that "an exemption from state taxation, which is a mere gratuity, may be withdrawn whenever the state thinks it best for the public welfare." Both of these cases involve the question of whether a contract was created between the state and certain railroads which were built under the provisions of acts of the legislature exempting certain of their lands from taxation from various periods. In the case last noted it appeared that in 1864 the legislature of Wisconsin passed an act which declared that when the title to the lands in question should become vested in the company they should be exempt from taxation for ten years from the passage of the act. In 1870 the exemption from taxation was further extended for ten years, the company during this time being engaged in the construction of a railway and selling bonds thereon, upon the faith of the inviolability of the alleged contract exempting its lands from taxation. In 1871, this act was so amended that certain lands of the company were rendered liable for taxation. The company insisted that the lands having been mortgaged pursuant to the first act and the road having been completed within the time limited within the second, there was created a contract protected by the contract clause of the constitution of the United States and that the acts abrogating the exemptions were therefore void. In the discussion of the case Mr. Justice Swayne who prepared the opinion for the court, said:

"One who has examined this case cannot look through Tucker v. Ferguson, as reported, without being struck with the similarity of the points and arguments, as well as the substantial identity of the facts, in the two cases. The latter case was carefully considered in all its aspects by this court. It is unnecessary to reproduce at length the views then expressed. In that case we said, 22 Wall., 575: 'The tax-

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ing power is vital to the functions of government. It helps to sustain the social compact, and to give it efficacy. It is intended to promote the general welfare. It reaches the interests of every member of the community. It may be restrained by contract in special cases for the public good, where such contracts are not forbidden. But the contract must be shown to exist. There is no presumption in its favor. Every reasonable doubt should be resolved against it.

Where it exists, it is to be rigidly strutinized, and never
137 permitted to extend, either in scope or duration, beyond what the terms of the concession clearly require. It is in derogation of public right, and narrows a trust created for the good of all.' We hold here, as we held there, that the exemptions in question were gratuities, offered by the state, without any element of a contract. There was no assurance or intimation that they were intended to be irrevocable, or that the laws in question should not be at all times subject to modification or repeal in like manner as other legislation. If a different intent had existed, it would doubtless, have been clearly manifested by the language employed. It would not have been left to encounter the possible results of such a struggle and conflicts as have occurred in this litigation."

The leading case upon which counsel for plaintiffs in error rely is that of State of New Jersey v. Wilson, 7 Cranch, 164, 3 Law ed. 303. In that case it appears that the remnant of the tribe of Delaware Indians previous to the year of 1758, had claims to a considerable portion of the lands in New Jersey, to extinguish which became an object with the government and proprietors under the conveyance from King Charles 2d, to the Duke of York. To accomplish this the government of New Jersey appointed commissioners to make a treaty with the Indians. An agreement was entered into whereby the Indians released their claim to all lands in New Jersey south of the river Rariton, and took other lands in lieu thereof. Effect was given to this agreement by an act of the legislature which provided, "that the lands to be purchased for the Indians aforesaid shall not hereafter be subject to any tax, any law, usage or custom to the contrary thereof, in any wise notwithstanding." Thereafter, in 1804, the legislature of the state of New Jersey passed an act repealing the provisions of the act which exempted the lands from taxation. On the lands being taxed, suit was brought to restrain the same and the Supreme Court of the United States held that a valid enforcible contract had been entered into between the Indians and the government of New Jersey which was not subject to abrogation by any subsequent legislation. It occurs to us that there is a difference in the situation there presented from that in the case at bar. The Indians in that case traded lands which they owned or on which they had

recognized claims, for other lands owned or purchased for
138 them by the state or government. This was virtually an exchange of one property which they possessed for other property which they did not possess, and as was found in the case, every requisite to the formation of a contract was found in the proceeding. No claim was made or recognized that the government

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had power to compel this exchange or that it could have been made otherwise than by and through a mutual covenant. The state secured from the Indians that which it did not possess before, to-wit, the lands which they owned, and the Indians took in lieu thereof, that which the state owned, to-wit, certain other lands to which was attached the exemption from taxation. The pleadings before us as we view them disclose a situation quite different. The title to the lands of the Five Civilized Tribes was held by them in fee with a reversionary interest in the government of the United States. The plenary power of the government to deal with the tribal affairs and property of these races is not an open question. Their governments existed so long as Congress permitted them and when in the course of time it became obvious that statehood was approaching and could not longer be delayed, acts were passed looking to the division of the tribal property in severalty among the members. To accomplish this it was provided that a roll of the members should be made and that they should share equally in the tribal property. This involved necessarily a yielding on the part of each, when he took his separate portion of any claim on his part to the portions taken by the other members, they in their turn yielding any claim on his. Herein is involved the consideration which it is claimed was granted by the members of the tribes for the exemption from taxation contained in the allotment acts. The right or at least the power to deny consent to this program did not exist in the tribes and when it was yielded, naught was secured by Congress which it did not have *proper* thereto.

139 Speaking to this point, the Supreme Court of the United States in 1904, through Mr. Justice Brewer, in the case of Re Heff, 197 U. S. 488, 49 Law ed. 848, said:

"Of late years a new policy has found expression in the legislation of Congress,—a policy which looks to the breaking up of tribal relations, the establishing of the separate Indians in individual homes, free from national guardianship and charged with all the rights and obligations of citizens of the United States. Of the power of the government to carry out this policy there can be no doubt. It is under no constitutional obligation to perpetually continue the relationship of guardian and ward. It may at any time abandon its guardianship and leave the ward to assume and be subject to all the privileges and burdens of one sui juris. And it is for Congress to determine when and how that relationship of guardianship shall be abandoned. It is not within the power of the courts to overrule the judgment of Congress. It is true there may be a presumption that no radical departure is intended, and courts may wisely insist that the purpose of Congress be made clear by its legislation; but when that purpose is made clear the question is at an end.

And, in a case of this character, to secure immunity from taxation, it must be based on a contract and the existence thereof must be free from doubt, for, as was said in the case of West Wisconsin Ry. Co. v. Board of Supervisors, etc., supra.

"A reasonable doubt, as to whether an exemption claimed amounts

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to a contract, is fatal to the claim. Prima facie, every presumption is against it."

If in closing the affairs of the Five Civilized Tribes, Congress had the legal authority and power to have made the provisions it did make without providing for the exemptions here claimed, then the granting thereof was a mere gratuity which could be revoked at its will; if the tribes or the members thereof yielded nothing which Congress did not already possess, then there is lacking the very essential element, consideration, to make of this statute a legislative contract. The existence of the former and the absence of the latter condition we believe must be found, and if so, forecloses plaintiffs' claims. Oklahoma,—as did the state of Washington, referred to the case of Goudy v. Meath, 203 U. S. 146, 51 Law ed. 130,
140 granted to Congress the power to determine how long this exemption from taxation should exist and when Congress released it, then it was released as to the state.

In the consideration of a law, all doubts are to be resolved in favor of its constitutionality. When it is attacked if a doubt exists it must be resolved in its favor. The act is a Federal statute, and has been held valid by the Federal Court sitting within the jurisdiction where these lands lie, and this conclusion is strongly persuasive with us. We do not and cannot sit in judgment on the policy of the law; our duty begins and ends with a determination of its validity—all other consideration must be addressed to the political, and legislative departments of the state and nation. And, as was said by Mr. Justice Swayne in the case of West Wisconsin Ry. Co. v. Board of Supervisors, etc., supra:

"We hold the conclusion we have announced to be the law of this case. With its ethics we have nothing to do. That subject is not open to our consideration."

Finding, therefore, as we do that the act is constitutional, the judgment of the trial court is sustained.

Turner, C. J. Williams and Hayes, JJ., concur.

Kane, J., dissents.

141 In the Supreme Court of the State of Oklahoma.

Certificate.

I, W. H. L. Campbell, Clerk of the Supreme Court of the State of Oklahoma, do hereby certify that the foregoing 140 pages, numbered from one to 140, both inclusive, are a full, true and complete transcript of the record and all proceedings in said court in the cause of George W. Choate et al., Plaintiffs in error, vs. M. E. Trapp, Secretary of the State Board of Equalization, et al., Defendants in error, including copy of the opinion in case of Gleason et al. vs. Wood, Treasurer, et al., as the same remains on file and of record in my office.

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In witness whereof, I hereto set my hand and affix the seal of said court, at Oklahoma City, this 8th day of August, 1911.

[Seal Supreme Court, State of Oklahoma.]

W. H. L. CAMPBELL,
Clerk Supreme Court of Oklahoma.
By JESSIE PARDOE, *Deputy.*

Endorsed on cover: File No. 22,885. Oklahoma Supreme Court. Term No. 809. George W. Choate et al., plaintiffs in error, vs. M. E. Trapp, Secretary of the State Board of Equalization, et al. Filed October 3d, 1911. File No. 22,885.

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JAMES H. McKENNEY,
Clerk.

IN THE

SUPREME COURT OF THE UNITED STATES

October Term, 1911.

No. 809

GEORGE W. CROATE, ET AL., PLAINTIFFS IN ERROR,

vs.

M. E. TRAPP, SECRETARY OF STATE, BOARD OF EQUALIZATION, ET AL., DEFENDANTS IN ERROR.

MOTION TO ADVANCE CAUSE AND TO SET FOR EARLY HEARING.

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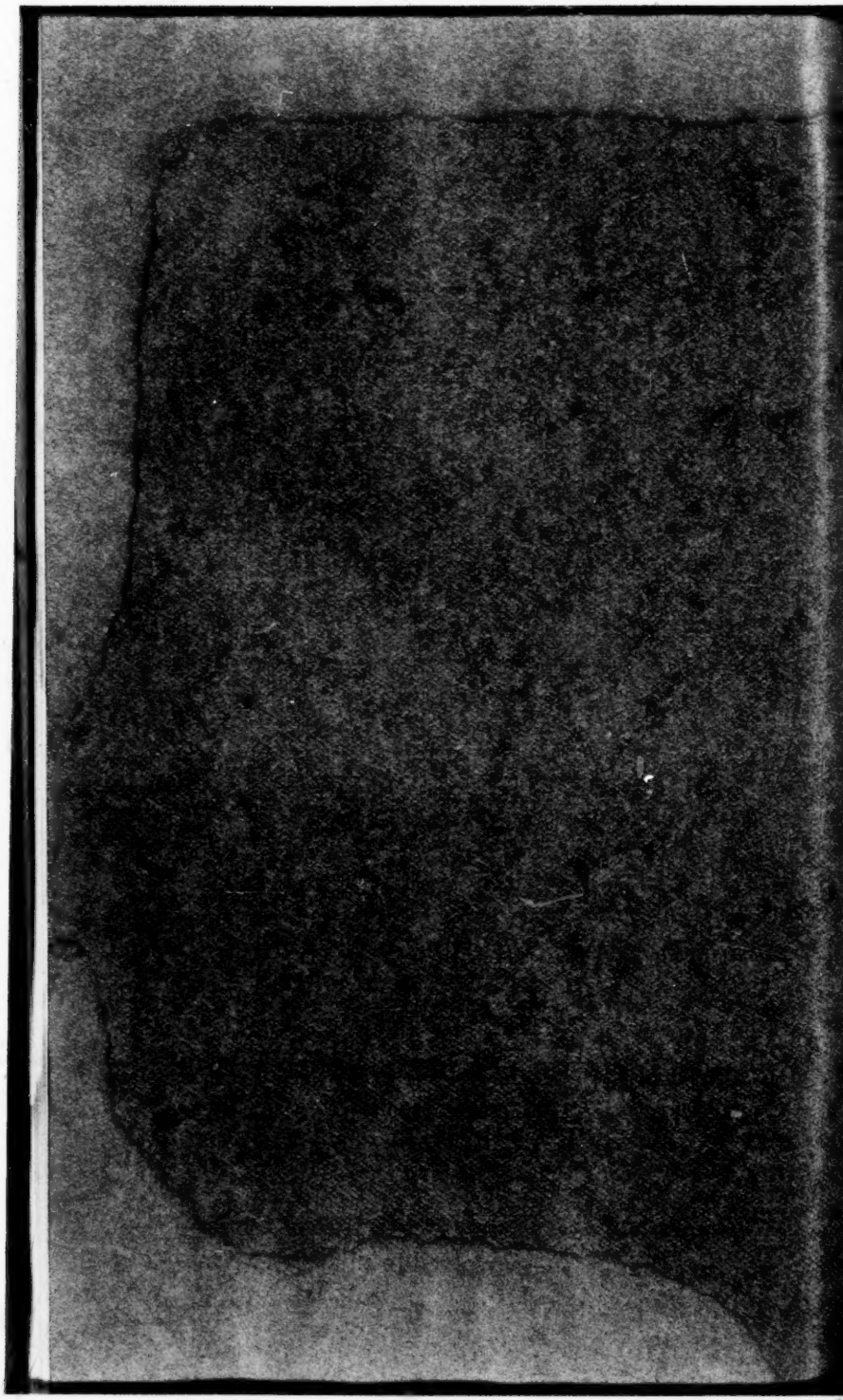

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1911.

No.

GEORGE W. CHOATE, ET AL, PLAINTIFF IN ERROR,

vs.

M. E. TRAPP, SECRETARY OF STATE BOARD OF EQUALIZATION, ET AL, DEFENDANTS IN ERROR.

MOTION TO ADVANCE ABOVE CASE TO BE HEARD WITH CLAUSE NO. 559.

Come now the defendants herein and show to this court that there is involved in this action prac-

tically the same question as that involved in the case of English vs. Richardson, No. 559 of this term, and the case of Gleason, et al, vs. Wood, et al, No. 575 of this term, to-wit, the question of the meaning and constitutionality of the Act of Congress of May 27, 1908, entitled "An Act for the Removal of Restrictions from part of the Lands of Allottees of the Five Civilized Tribes, and for other purposes," and whether said lands are subject to taxation in the State of Oklahoma; that said cause No. 559 involved the question of the application of said laws to the lands of the Muskogee or Creek Tribes; that this action involves the application of said laws to the lands of the Choctaw and Chickasaw Tribes of Indians; that the action of Gleason, et al, vs. Wood, et al, involves the application of said laws to the lands of the Choctaw Tribe of Indians, and for this reason defendants move that this action be advanced for hearing and set for hearing at the same time as case No. 559, English vs. Richardson, supra.

Charles West

Attorney General of the State of Oklahoma,
Attorney for Defendants in Error.

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NUMBER 809.

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JAMES H. McKENNEY
CLERK

IN THE

Supreme Court of the United States

GEO. W. CHOATE ET AL., PLAINTIFFS IN ERROR,

VS.

M. E. TRAPP, SECRETARY OF THE STATE BOARD OF EQUALIZATION ET AL., DEFENDANTS IN ERROR.

BRIEF FOR PLAINTIFFS IN ERROR.

J. F. McMURRAY,
W. A. LEDBETTER,
Attorneys for Plaintiffs in Error.

OPY

NUMBER .....

IN THE

Supreme Court of the United States

GEO. W. CHOATE ET AL., PLAINTIFFS IN ERROR,

VS.

M. E. TRAPP, SECRETARY OF THE STATE BOARD OF EQUALIZATION ET AL., DEFENDANTS IN ERROR.

STATEMENT OF THE NATURE AND RESULT OF THE CASE.

This is an action brought in the Superior Court of Logan County, in the State of Oklahoma, to prevent the collection of taxes against the lands of the plaintiffs in error allotted to them as members of the Chickasaw and Choctaw Tribes of Indians, which lands are still held and owned by them, and as to which they had never exercised the right of alienation given by the Act of Congress hereinafter mentioned.

A general demurrer was sustained to the petition by the trial court, and an appeal was prosecuted to the Su-

preme Court of the State of Oklahoma, which court affirmed the judgment of the trial court and held the lands of the plaintiffs in error subject to taxation under the laws of the State of Oklahoma.

At the risk of being tedious, but with a view of fully presenting the contentions of the plaintiff, we set out in full the petition for injunction against the officers of the State of Oklahoma charged with the duty of collecting taxes, which petition, omitting the caption and verification, is in words and figures as follows:

First: The above named plaintiffs, complaining of the above defendants, respectfully allege that plaintiffs, prior to the adoption and ratification of the Treaty or Agreement between the Chickasaw and Choctaw Nations and the United States, commonly called the Atoka Agreement, approved June 28th, 1898, were citizens of the United States, and upon the admission of the State of Oklahoma into the Union on the 16th day of November, 1907, they became citizens of the State of Oklahoma, and ever since said date and time plaintiffs have been and are now citizens of the United States and of the State of Oklahoma, and entitled to all the rights, privileges and immunities of other citizens of the United States, and citizens of the State of Oklahoma, as guaranteed by the United States Constitution and the Constitution of the State of Oklahoma.

That the defendant, M. E. Trap, is Secretary of the State Board of Equalization, which Board is charged by law with the duty of equalizing taxes as between the var-

ious counties in the State as an essential and necessary preliminary step to the levy and collection of State, County, Township, Road District, and all other taxes authorized by law to be collected against and upon lands and other property; that under the law said Board is required to make up its report equalizing such taxes as between the various counties in the State and to forward the same to the County Clerks of the various Counties in the State before the taxes herein referred to can be collected against said land; that said State Board of Equalization has made up its report as to the Counties hereinabove mentioned, and has ordered and directed the said M. E. Trapp, as its Secretary, to forward said report to the County Clerks of said Counties, and that the said M. E. Trapp now has in his possession said report duly made up and certified as required by law, and will deliver the same to the County Clerks, unless restrained by the Court, and that said Clerks, if said certificates and report of said Board of Equalization are delivered to them, will extend the tax rolls upon and against the lands of the plaintiffs and include the plaintiffs' said lands upon the tax rolls of said Counties and the County Treasurers of said Counties will demand of the plaintiffs the taxes, state, county, township, road, district and other taxes provided for in the laws of the State, upon said lands, and will issue the tax warrants against said lands to collect said taxes and deliver said warrants to the sheriffs, who will levy upon said lands to enforce the collection of said taxes, if said certificates and report of said Board of Equalization should be delivered to said County Clerks.

Plaintiffs further allege that the lands allotted and patented to them, as members and citizens of the Choctaw and Chickasaw Tribes of Indians, in said Counties are included in the lands equalized for the purpose of taxation by said Board of Equalization, and will be included in the lands extended upon the tax rolls of said county by said clerks and that said lands of the plaintiffs will be assessed for taxation for the purpose of collecting thereon the taxes herein enumerated by the Board of County Commissioners of said Counties, and the Sheriffs and Treasurers of said Counties claim a lien against said lands to enforce the collection of all of said taxes if said certificate and said report of said Board of Equalization shall be delivered to said County Clerks and said lands should be by them extended upon the tax rolls of said counties.

Second. The plaintiffs respectfully allege that on and prior to the approval of said Atoka Agreement on the said June 28th, 1898, and prior to the allotment of the land of the Chickasaw and Choctaw Nations, under the provisions of said Atoka Agreement hereinafter referred to as the Supplemental Agreement, ratified September 25th, 1902, the plaintiffs herein were citizens and members of the Chickasaw and Choctaw Tribes of Indians, and the owners of an equal undivided interest in the lands of the Chickasaw and Choctaw Tribes of Indians, which said Tribes of Indians owned a fee simple title to all the lands embraced within the limits of said tribes and described in the treaties between the Chickasaw and Choctaw Tribes and the United States, and that the plaintiffs

had been duly enrolled as members and citizens of said tribes by the Secretary of the Interior, in accordance with the provisions of said Atoka Agreement and said Supplemental Agreement, and the Acts of Congress, and were in all respects entitled to allotments of land of said tribes as provided in said treaties and the laws of the United States. That pursuant to the provisions of said agreements between the Chickasaw and Choctaw Tribes of Indians and the United States, lands have been allotted to the plaintiffs herein, equal in value to three hundred and twenty acres of average allotable lands of said tribes, and that the land allotted to each of the plaintiffs herein is of the average value of ..... dollars per acre, and said allotments are of the average value of ..... dollars; that in accordance with the provisions of said agreements, certificates of allotments and patents have been issued and delivered to the plaintiffs, conveying said land to them, whereby each of the plaintiffs herein has become the absolute owner of the fee in the land so allotted to him. That said Atoka Agreement in providing for the allotment of lands to the members and citizens of said Chickasaw and Choctaw Tribes among other things provides that:

> "All the lands shall be non-taxable while the title remains in the original allottee, but not to exceed twenty-one years from the date of Patent, and each allottee shall select from his allotment a homestead of one hundred and sixty acres, for which he shall have a separate patent, and which shall be inalienable for twenty-one years from date of Patent."

And the said Atoka Agreement further provides that:

> "Said Patent shall be framed in accordance with the provisions of this agreement, and shall embrace the lands allotted to such patentee and no other land, and the acceptance of his patent by such allottee shall be operative as an assent on his part to the allotment and the conveyance of all lands on the Choctaws and Chickasaws in accordance with the provisions of this agreement, and as a relinquishment of all his right, title and interest in and to any and all parts thereof, except also his interests in the proceeds of all lands, coal and asphalt herein excepted from allotment."

The plaintiffs allege and charge that the allotment and patenting of said land under the provision of said treaties or agreements to the plaintiffs herein constituted a binding contract and agreement between the plaintiffs as such allottees and patentees, on the one side, and the other members, allottees and patentees of the Chickasaw and Choctaw Tribes, and the Choctaw and Chickasaw Tribes and the United States on the other, and that each of the plaintiffs herein gave, contributed and surrendered to every other allottee and patentee of said tribe and to said tribes and to the United States a valuable consideration, binding upon himself, when he accepted his allotment certificate and patent therefor, and thereby released and relinquished all his right, title, claim and interest in and to the lands allotted to other members of the tribe.

And plaintiffs further allege and charge that said consideration so given contributed and surrendered, was

upon the express and irrevocable condition that so long as the title to the land allotted and patented to them remained in them, it should not be subject to taxation for any purpose whatever, that such condition inhered in and was annexed to the title of the plaintiffs in and to said land so allotted and patented to them, so that the same should remain exempt from taxation in all forms and for all purposes under the laws of the State of Oklahoma, so long as the title thereto remained in them, and plaintiffs allege that they have never conveyed or in any manner alienated said land and that the title thereto is still in them as the original patentees and allottees thereof.

Third. Plaintiffs allege and charge that the defendants (omitting the several names) as County Treasurers of said Counties, are endeavoring to collect, and unless restrained by the Court, will collect from the plaintiffs and each of them certain pretended and unlawful taxes levied under the Constitution and laws of the State of Oklahoma, against the lands of the plaintiffs for the year 1908, said taxes having been levied for State, County, Township, Road District and all other purposes provided for in the laws of the State of Oklahoma, which taxes upon and against the lands of each of the plaintiffs herein will exceed the sum of twenty dollars, and amount in the aggregate to ..... dollars, against the lands of each of the plaintiffs for the said year 1908, and that said defendant, as County Treasurer, is threatening to issue his tax warrant against the land owned and held by each of the plaintiffs

herein, and unless restrained by the court will issue his tax warrant against said land for all of said taxes and deliver to the said (omitting the several names) Sheriffs of said Counties, to enforce the payment and collection of such taxes and that unless restrained by the court, the said sheriffs will levy on, seize, advertise and sell the said land belonging to each of the plaintiffs herein for the purpose of collecting said taxes; that it is claimed by said defendants, and each of them, that a lien exists in favor of the State, County, Township and Road District in which the land of each of the plaintiffs is located to secure the payment of said taxes, and that unless restrained by the Court the said defendants will enforce and foreclose said lien in the manner provided by the laws of the State of Oklahoma; that said claim on the part of said defendants of the right to issue the said tax warrant against and to levy upon, sell, and enforce said pretended lien against said land of each of the plaintiffs herein, has created a cloud upon the title of said land and greatly damaged and injured the same.

But the plaintiffs allege and charge that all of the acts done and threatened aforesaid by the defendants in the effort to issue said tax warrants against said land, to levy upon, sell and enforce said pretended lien against said lands are illegal, void and contrary to law, and contrary to the rights of said plaintiffs, by reason of the fact as hereinbefore alleged; that said lands of the said plaintiffs, and each of them, and every parcel thereof, is wholly non-taxable and exempt from the payment

of taxes and from the issuance and levy of said tax warrants, and from said threatened sale of the same to enforce the collection of said pretended taxes.

Fourth. And the said plaintiffs further allege and charge that each and every act and proceeding, on the part of the said defendants tending to subject said land or any part thereof to levy and sale for the payment of said tax, or any part thereof is illegal and void, and contrary to the Constitution of the State of Oklahoma and contrary to the Constitution of the United States, in this, that the levy upon, sale and foreclosure of the said pretended tax lien upon said lands of said plaintiffs would impair the value and obligation of the contract by and under which said land was allotted and patented to the plaintiffs, with the condition hereinbefore described annexed thereto, by which said land and each and every parcel thereof was to be and remain exempt from taxation and be non-taxable during the time the title thereto should remain in the original allottees and patentees, and for the further reason that the levy upon, sale and foreclosure of said pretended tax lien upon and against said land would deprive the plaintiffs and each of them of their land and property without due process of law, and deprive the said plaintiffs and each of them of a valuable vested right and property in the exemption given and guarantees to them under the provisions of said treaty in and to said land, in that said land was allotted and patented to them with the condition annexed, that the same should be and remain non-taxable during the time the title thereto

should remain in the said plaintiffs, as the original allottees and patentees thereof.

The plaintiffs allege that their said land is exempt from taxation under the Constitution of the State of Oklahoma, and is especially exempted by that provision of Section 6, Article 10, which reads in part as follows:

> "All property owned by the Morrow Indians Orphans Home * * * shall be exempt from taxation and such property as may be exempt by reason of treaty stipulation existing between the Indians and the United States Government or by Federal Laws during the force and effect of such treaties or Federal Laws."

And plaintiffs allege that their lands were exempt by treaties between the Chickasaw and Choctaw Tribes of Indians and the United States Government and that said treaties are in full force and effect and will remain in full force and effect as a Constitutional exemption of said lands of plaintiffs so long as the title thereto shall remain in them as original allottees and patentees, not to exceed twenty-one years from the date of the patents issued to them as herein alleged.

Fifth. The said plaintiffs further allege and charge that upon the admission of the State of Oklahoma into the Union the Constitution of said State confirmed and ratified the exemption of said lands from taxation, and ratified and confirmed their right to hold and enjoy the same free and exempt from taxation so long as the title thereto remained in them, by provision

of Section 1 of the Schedule of the Constitution of said State, which reads as follows, to-wit:

> "No existing rights, actions, suits, proceedings, contracts or claims shall be affected in the change of the form of Government, but all shall continue as if no change in the form of Government had taken place."

And plaintiffs allege and charge that they and each of them are, by the said provision of schedule to the Constitution of the State of Oklahoma, protected and guaranteed in the full enjoyment and exemption of their said land from taxation so long as the title thereto remains in them, to the same extent that their said lands were exempt from taxation before the admission of said State into the Union.

Sixth: Plaintiffs further allege and charge that none of the laws of the State of Oklahoma relating to the assessment of property for taxation and providing the collecting of taxes against real estate, and fixing a lien thereon to secure the payment of taxes for the years 1908 and 1909, or at any other time, applied to or can be enforced against the lands of the plaintiffs, or any of them, but the plaintiffs allege and charge that if said laws of the State of Oklahoma, be construed to apply to the lands of the plaintiffs, or any of them, or if it be held that they were intended by the Legislature of the State to apply to the lands of the plaintiffs, or any of them, then the plaintiffs say that all of the said laws, and each and every provision thereof, would be

and are unconstitutional and void as to the lands of the plaintiffs, and in violation of Section 7 of Article 2 of the Constitution of Oklahoma, which provides that "No person shall be deprived of life, liberty or property without due process of law," in that the plaintiffs would be deprived of their property and deprived of the benefit of the exemption of said property from taxation, under the operation of said laws, without due process of law, and that said laws of the State of Oklahoma, providing for the assessment and collection of taxes, would insofar as they may be applied to the lands of the plaintiffs, be unconstitutional and void and in violation of Section 24 of Article 2 of the Constitution which provides that: "Private property shall not be taken or damaged for public use without just compensation," in that said laws, if enforced against the property of said plaintiffs, would take the plaintiffs' property for public use without just compensation.

Seventh. Plaintiffs further state that if said laws of the State of Oklahoma, providing for the levying and collection of taxes, should be construed as applicable to the lands of plaintiffs, or any of them, so that the same should be subjected to the payment of said taxes under said laws, then plaintiffs allege and charge that said laws are in conflict with Section 10 of Article 1 of the Constitution of the United States, which provides that "No State shall pass any bill of attainder or *ex post facto* or law impairing the obligation of contracts * * * because said laws would impair the obligation of the con-

tract aforesaid, under which said lands were allotted and patented to the plaintiffs herein.

And the said plaintiffs further state that if said laws be construed as applying to the lands of the plaintiff's herein, or any of them, then said law is in violation of the Fourteenth Amendment of the Constitution of the United States, which provides that "No State shall make any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty or property without due process of law, nor deny to any person within its jurisdiction the equal protection of the laws," because said laws would deprive the plaintiffs of their property without due process of law, and deny to the plaintiffs, as citizens of the United States, the immunity which belongs to them by reason of the exemption of said land from taxation.

Eighth. But the plaintiffs are informed and believe that the defendants claim the right and power to subject said land to the payment of said taxes for the year 1908, and to levy upon, sell and enforce said pretended lien against said lands of the plaintiffs in order to collect said taxes, under and by virtue of the provisions of an Act of Congress entitled "An Act for the Removal of Restrictions from Part of the Lands of Allottees of the Five Civilized Tribes, and for Other Purposes," approved May 27th, 1908, which among other things provides: "That all lands from which restrictions have been or shall be removed, shall be subject to taxation and all other civil burdens, as though

it were the property of other persons than allottees of the Five Civilized Tribes."

And plaintiffs are informed and believe that the defendants herein claim that said provisions of said Act of Congress remove, cancelled and discharged plaintiff's right to hold and enjoy said lands, exempt from taxation, and rendered said lands taxable, but plaintiffs allege and charge that said Act of Congress was passed without their knowledge or consent and that they have never consented to the removal, cancellation and discharge of their right to hold said land as exempt from taxation, and that if said provision of said Act of Congress was intended to remove, cancel or discharge plaintiffs' right to hold and enjoy said land exempt from taxation, then plaintiffs say that it would be void and in conflict with each and every provision, article and section of the Constitution of the State of Oklahoma and of the Constitution of the United States hereinabove set forth and pleaded, in that said Act of Congress would impair the obligation of the contract under which said land was allotted to the plaintiffs as hereinbefore alleged, and would deprive the plaintiffs of their property without due process of law, and take their property for public purposes without just compensation, and deny to plaintiffs the rights and immunities as granted to them by said Constitution.

Ninth. Plaintiffs further allege and charge that on the admission of the State of Oklahoma into the Union on November 16th, 1907, their said lands and every part thereof were exempt from taxation, and said

exemption and the plaintiff's right to hold said land as exempt from taxation was ratified and confirmed by said Section 1 of the schedule to the Constitution of the State of Oklahoma; that upon the admission of the State into the Union it, the said State, and the Legislature thereof, became and was invested with the sole power of making laws governing the taxation of property for and on behalf of said State and each and every county, municipality and legal sub-division thereof, and that the Congress of the United States was wholly without power or authority to pass any law authorizing or permitting the officers of the State of Oklahoma, charged with the duty of assessing and collecting taxes for and on behalf of said State and the counties and every legal subdivision thereof, to assess or levy upon or sell any property of the plaintiffs or anyone else to enforce the payment of taxes against the same, nor has Congress the power to pass any law subjecting any property of any kind, and particularly the property of the plaintiffs to taxation under the laws of the State of Oklahoma, and the said plaintiffs allege and charge that if said provisions of the Act of Congress approved May 27th, 1908, providing that all lands over which restrictions on the right of sale have been or shall be removed shall be subject to taxation, be construed as applicable to the lands of the plaintiffs herein, then plaintiffs say it would be unconstitutional and void for the reason that Congress is without power to pass any law subjecting the property of plaintiffs to the payment of taxes under the laws of the State of Oklahoma.

Wherefore, plaintiffs pray that the defendants be summoned as required by law, and that a temporary injunction be granted restricting and preventing the said defendant, M. E. Trapp, from forwarding and delivering said reports of said Board of Equalization and certificates to the County Clerks of the counties hereinabove mentioned, and that the said County Clerks of said counties be enjoined and restrained from extending any of the lands of the plaintiffs upon the tax rolls of any of said counties, and that the other defendants herein, the said County Treasurers and Sheriffs, be enjoined and restrained from levying upon, selling or doing any other act or thing tending to subject the said lands of plaintiffs, or any part thereof, to the payment of any of the State, County, Township, Road District or other taxes provided for under the laws of the State of Oklahoma; and that the said lands and each and every part thereof be deemed to be exempted from taxations under the laws of the State of Oklahoma so long as the title thereto remains in the original allottees and patentees, and that on final hearing said injunction be made perpetual and that said plaintiffs have all other relief to which they may be entitled under the premises.

A writ of error has been duly prosecuted to this court, and the following errors assigned:

First. The said Supreme Court erred in deciding that Paragraph 16 of Section 29 of an Act of Congress, approved June 28th, 1898, (30 Stat. L. 505), entitled "An Act for the Protection of the People of the Indian

Territory, and for other Purposes," commonly known as the Atoka Agreement, did not vest in the Plaintiffs in Error a valuable vested property right. That is to say: The exemption of the allotments held by them as members of the Choctaw and Chickasaw Tribes of Indians from Taxation in and by the State of Oklahoma, while the title thereto remains in them and each of them, as the original allottees thereof, not however, exceeding twenty-one years from the dates of the Patents granting said allotments to the Plaintiffs in Error, said allotments and the patents therefor having been made and executed to the Plaintiffs in Error and each of them pursuant to the laws of the United States and the Treaties and Agreements made between the United States and the Choctaw and Chickasaw Tribes of Indians.

Second. That the Supreme Court of the State of Oklahoma erred in its decision and in holding that the exemption of the allotments of the Plaintiffs in Error as granted and conferred on the Plaintiffs in Error and each of them by the said Sixteenth Paragraph of Section Twenty-nine of said Act of Congress of June 28th, 1898, does not constitute a contract between the Plaintiffs in Error on the one side, and the Chickasaw and Choctaw Indians and the United States on the other side, vesting in the Plaintiffs in Error, upon a valuable consideration, property rights which cannot be impaired or violated by subsequent legislation by the Congress of the United States or by the State of Oklahoma; and the Supreme Court of the State of Oklahoma erred in hold-

ing that the Act of Congress approved May 27th, 1908, was applicable to the allotments of the Plaintiffs in Error, and each of them, and deprived them of their right and privilege of holding their allotments free of taxation in the State of Oklahoma.

Third. The said Supreme Court of the State of Oklahoma erred in holding and deciding that said paragraph Sixteen of said Section Twenty-nine of the Act of Congress approved June 28th, 1898, does not vest in the Plaintiffs in Error and each of them an absolute and indefeasible property right, constituting a contract, which is protected against impairment by Section 10 of Article 1 of the Constitution of the United States, and by the Fifth and Fourteenth Amendments to the Constitution of the United States; and the said Supreme Court of the State of Oklahoma further erred in deciding that such exemption rights, privileges and immunities as were conferred on them and their allotments as allottees of the Chickasaw and Choctaw Tribes of Indians in the Act of Congress aforesaid, were mere gratuities, resting upon no consideration and subject to be withdrawn by the Legislative Department of the Government, notwithstanding the said Plaintiffs in Error and each of them were, at the time of the institution of this action in the Court below and the Decision of the Supreme Court of the State of Oklahoma, citizens of the United States, citizens of the State of Oklahoma, holding title in fee simple to their said allotments.

Fourth. The said Supreme Court of the State of Oklahoma erred in deciding that the first clause of Section 4 of an Act of Congress approved May 27th, 1908 (35 Stat. L. 312), was intended by Congress to subject the allotments of the Plaintiffs in Error in controversy herein to taxation and erred in failing to decide that said allotments should be exempt from the operation of said last mentioned Statute, and in not holding that said last mentioned Statute was not applicable to the allotments of the Plaintiffs in Error and each of them, and the said Supreme Court of the State of Oklahoma, erred in not holding that said last mentioned statute was applicable only to lands allotted to members of the Choctaw and Chickasaw Tribes of Indians after they had exercised the right of alienation therein conferred upon allottees.

Fifth. The Supreme Court of the State of Oklahoma erred in deciding that the said Fourth Section of the Act of May 27th, 1908, if intended to apply to the allotments of the Plaintiffs in Error and each of them, was a valid and constitutional exercise of Legislative power.

Sixth. That the Supreme Court of the State of Oklahoma erred in denying to Plaintiffs in Error and each of them the rights, privileges and immunities granted to them and each of them by said Act of Congress, approved June 28th, 1898, and in deciding against their contention under said Act of Congress that the allotments held by them should be and remain exempt from taxa-

tion so long as they held the title thereto as allottees; and erred in sustaining and confirming the judgment of the trial court, wherein the trial court sustained a demurrer to the Original Petition and rendered judgment against the Plaintiffs in Error, holding their said allotments subject to taxation, and depriving them of the rights, privileges and immunities granted to them and their allotments under said Act of Congress of June 28th, 1898, and in adjudging the costs of the action against them; and the said Supreme Court of the State of Oklahoma erred in not reversing the said Judgment of the trial court in this cause.

BRIEF FOR PLAINTIFF IN ERROR.

After providing for the allotment of land, the Treaty, which became effective in 1898, and whose provisions are the basis for the allotment of lands of the plaintiffs, provides:

> "All the lands allotted shall be non-taxable while the title remains in the original allottee, but not to exceed twenty-one years from the date of patent, and each allottee shall select from his allotment a homestead of one hundred and sixty acres, for which he shall have a separate patent and which shall be inalienable for twenty-one years from the date of patent."

The Treaty also provides:

> "Said patent shall be framed in accordance with the provisions of this agreement, and shall embrace the land allotted to such patentee and no other land, and the acceptance of his patents by such allottee shall be operative as an assent on his part to the allotment and conveyance of all lands of the Choctaws and Chickasaws in accordance with the provisions of this agreement, and as a relinquishment of all his right, title, and interest in and to any and all parts thereof, except also his interest in the proceeds of all lands, coal and asphalt herein excepted from allotment."

It is the contention of the plaintiffs that when their lands were allotted and patented to them under these

Treaty provisions, a complete contract was executed between themselves on the one side, the other members of the Tribe and the Tribes and the United States on the other, and that they could not be deprived of the benefits of that contract.

One of these benefits is the exemption from taxation. The title having vested in the individual allottees under the provisions of this contract with the exemption from taxation annexed to it, the plaintiffs claim that they are entitled to the full enjoyment of all their rights under the contract by the provisions of Section 7 of Article 2 of the Constitution of the State of Oklahoma, which provides that no person shall be deprived of life, liberty or property without due process of law, and by Section 24 of Article 2 of the Constitution, which provides that private property shall not be taken or damaged for public use, without just compensation and that they are also protected in the full enjoyment of all the rights conferred on them by the contract under which the land was patented to them under the provisions of Section 10 of Article 1 of the Federal Constitution, which provides that no State shall pass any bill of attainder or *ex post facto* law or laws impairing the obligation of contracts.

The plaintiffs further contend that they are protected in the full enjoyment of all their rights and exemptions under this contract between themselves, the members of other Tribes and the Government of the United States, by the provision of Section 1 of the Sched-

ule to the Constitution of this State, which reads as follows, to-wit:

> "No existing rights, actions, suits, proceedings, contracts, or claims shall be affected by the change in the form of government, but all shall continue as if no change in the form of government has taken place."

They further claim that their allotments patented to them under the provisions of the Treaty are also exempt from taxation under the provision of Section 6 of Article 10 of the Constitution, which reads as follows:

> "All property owned by the Morrow Indian Orphan Home, located in Coal County, and all property owned by the Whittaker Orphan Home, located in Mayes County, so long as the same shall be used exclusively as free homes and schools for orphan children, and for poor and indigent persons, and all fraternal orphan homes, and other orphan homes, together with all their charitable funds, shall be exempt from taxation, and such property as may be exempt by reason of the treaty stipulations, existing between the Indians and the United States Government, or by Federal laws, during the force and effect of such treaties or Federal laws."

We shall support our contention by an unbroken line of decisions in the State and Federal Courts, which hold that where the property of the citizens of the United States is exempted from taxation for a consideration, he cannot be deprived of that exemption by subsequent leg-

islation without his consent, and it is immaterial whether the citizen be an Indian or not.

The case of *Commissioners of Allen County* v. *Simons* (Ini.), 13 L. R. A. 512, sustains the contention that the removal of restrictions on the right of sale, or the absence of any restrictions on the right of sale, does not render land of Indians subject to taxation, if they were exempt from taxation by Treaty provisions.

The Statutes exempting property from taxation are presumed to be based on sufficient consideration.

> *Home of Friendless* v. *Rouse*, 8 Wal., 438, 19 L. ed. 498.

When legislation exempting property from taxation constitutes a contract so as to confer on holder of property exempted, vested right in exemption, of which owner cannot be deprived by subsequent legislation.

In the case of *State of New Jersey* v. *Wilson*, 7 Cranch, 163, L. ed. Vol. 3, p. 303, it was said, Chief Justice Marshall rendering the opinion of the Court:

> "The remnant of the tribe of Delaware Indians, previous to the 20th of February, 1758, had claims to a considerable portion of lands in New Jersey, to extinguish which became an object with the government and proprietors under the conveyance from King Charles II, to the Duke of York. For this purpose a convention was held in February, 1758, between the Indians and the commissioners appointed by the government of New Jersey; at which the Indians agreed to specify particularly

the lands which they claimed, release their claim to all others, and to appoint certain chiefs to treat with commissioners on the part of the government for the final extinguishment of their whole claim.

On the 9th of August, 1758, the Indian deputies met the commissioners and delivered to them a proposition reduced to writing, the basis of which was, that the government should purchase a tract of land on which they might reside, in consideration of which they would release their claim to all other lands in New Jersey south of the River Raritan.

This proposition appears to have been assented to by the commissioners; and the legislature on the 12th of August, 1758, passed an act to give effect to this agreement.

This act, among other provisions, authorizes the purchase of lands for the Indians, restrains them from granting leases or making sales, and enacts that the lands to be purchased for the Indians aforesaid shall not hereafter be subject to any tax, any law, usage or custom to the contrary thereof, in any wise notwithstanding."

In virtue of this act, the convention with the Indians was executed. Lands were purchased and conveyed to trustees for their use, and the Indians released their claim to the court part of New Jersey.

The Indians continued in peaceable possession of the lands thus conveyed to them until some time in the year 1801, when having become desirous of migrating from the state of New Jersey, and of joining their brethren at Stockbridge, in the state

of New York, they applied for, and obtained an act of the legislature of New Jersey, authorizing a sale of their land in that state.

This act contains no expression in any manner respecting the privilege of exemption from taxation which was annexed to those lands by the act under which they were purchased and settled on the Indians.

In 1803, the commissioners under the last recited act sold and conveyed the lands to the plaintiffs, George Pointer and others.

In October, 1804, the legislature passed an act repealing that section of the act of August, 1758, which exempts the lands therein mentioned from taxes. The lands were then assessed, and the taxes demanded. The plaintiffs, thinking themselves injured by this assessment, brought the case before the courts in the manner prescribed by the laws of New Jersey, and in the highest court of the state the validity of the repealing act was affirmed and the land declared liable to taxation. The cause is brought into this court by writ of error, and the question here to be decided is, does the act of 1804 violate the Constitution of the United States?

The Constitution of the United States declares that no state shall "pass any bill of attainder, *ex post facto law*, or law impairing the obligation of contracts."

In the case of *Fletcher* v. *Peck*, it was decided in this court on solemn argument and much deliberation, that this provision of the Constitution extends to contracts to which a state is a party, as well as to contracts between individuals. The question,

then, is narrowed to the inquiry whether in the case stated, a contract existed, and whether that contract is violated by the act of 1804.

Every requisite to the formation of a contract is found in the proceedings between the then colony of New Jersey and the Indians. The subject was a purchase on the part of the government of extensive claims of the Indians, the extinguishment of which would quiet the title to a large portion of the province. A proposition to this effect is made, the terms stipulated, the consideration agreed upon, which is a tract of land with the privilege of exemption from taxation; and then, in consideration of the arrangement previously made, one of which this act of the assembly is stated to be, the Indians execute their deed of session. This is certainly a contract clothed in forms of unusual solemnity. The privilege, though for the benefit of the Indians is annexed, by the terms which create it, to the land itself, not to their persons. It is for their advantage that it should be annexed to the land, because, in the event of a sale, on which alone the question could become material, the value would be enhanced by it."

It is not doubted but that the state of New Jersey might have insisted on a surrender of this privilege as the sole condition on which a sale of the property should be allowed. But this condition has not been insisted on. The land has been sold, with the assent of the state, to all the rights of the Indians. He stands, with respect to this land, in their place and claims the benefit of their contract. This contract is certainly impaired by a law, which would annul this essential part of it."

See Rose's notes to this case for citation of all State and Federal authorities on subject of power of legislature to repeal laws exempting property from taxation, when exemption is based on a valuable consideration.

The rule of law governing exemption from tax by State Legislature or by Congress, is well stated by Cooley on Taxation, p. 108, where he says:

> "But the Federal Supreme Court in an early case, in which the facts were that a state had exchanged lands with an Indian tribe, and stipulated by legislative act that those conveyed to the Indians should not thereafter be subject to any tax, decided that this stipulation was binding upon the state as a contract; that the state could not impose taxes in contravention of the stipulation, and that the exemption was available on behalf of those who subsequently by legislative permission became purchasers from the Indians. *New Jersey* v. *Wilson*, 7 Cranch, 164. Compare *Armstrong* v. *Athens County*, 16 Pet. 281. See for peculiar cases *Louisiana* v. *Pillsbury*, 105 U. S. 178; *Palmes* v. *Louisville, etc., Co.*, 19 Fla. 231, 109 U. S. 266; *Chicago B. & Q. R. Co.* v. *Guffey*, 122 U. S. 561; *Barnes* v. *Kornegay*, 62 Fed. Rep. 671; *Wells* v. *Savannah*, 108 Ga. 1; *Elizabeth, etc. R. Co.* v. *Trustees*, 12 Bush, 2331; *State* v. *Northern Central R. Co.*, 44 Md. 131; *Wilmington & W. R. Co.* v. *Alsbrook*, 110 N. C. 137; *Hand* v. *Savannah, etc., Co.*, 17 S. C. 219; *State* v. *Bank of Commerce*, 95 Tenn. 221. The contract derived its character of inviolability from the clause of the Constitution of the United States inhibiting the states from passing any law

impairing the obligation of contracts; a clause which applies to the contracts of a state equally with those of individuals. *New Jersey* v. *Wilson*, 7 Cranch. 164; *Dartmouth College* v. *Woodward*, 4 Wheat. 518; *Hall* v. *Wisconsin*, 103 U. S. 5; *University* v. *People*, 99 U. S. 309; *Antoni* v. *Greenbow*, 107 U. S. 769. See *Stone* v. *Sheldon*, 9 Wall. 50. The pledge, however, in order to constitute a contract, must have the elements of a contract, and the vital elements are consent and consideration. Consent to the exemption on the part of the state is never by itself sufficient; but there must be something received by the state for the relinquishment, or something surrendered on the other side which can be deemed a legal equivalent. In the case first referred to the consideration was manifest; the state was bargaining away its lands, and was presenting the exemption from taxation as an inducement for better terms on the other side."

A majority of the cases that have been up for adjudication have involved grants by State Legislatures to corporations in their charters, and we often find the law well stated in these cases.

In the case of *Wilmington Railway Company* v. *Reed*, 80 U. S., 264, 20 L. Ed. p. 570, the court says:

"There is no difficulty whatever in this case. The general assembly of North Carolina told the Wilmington and Weldon Railroad Company, in language which no one can misunderstand, that if they would complete the work of internal improvement for which they were incorporated, their prop-

erty and the shares of their stockholders should forever be exempt from taxation." * * *

It is needless to argue the point further. It is clear that the legislation in controversy did impair the obligation of the contract, which the general assembly of North Carolina made with the plaintiff in error."

In the case of *Tomlinson* v. *Jessup*, 82 U. S. 454, 21 L. Ed. 206, in an opinion handed down by Mr. Chief Justice Field, this principle is strongly agitated and adopted in the following language:

"There is no subject over which it is of greater moment for the state to preserve its power than that of taxation. It has, nevertheless, been held by this court, not, however, without occasioning earnest dissent from a minority, that the power of taxation over particular parcels of property, or, over property of particular persons or corporations, may be surrendered by one legislative body, so as to bind its successors and the state. It was so adjudged at an early day in *New Jersey* v. *Wilson*, 7 Cranch, 164; the adjudication was affirmed in *Jefferson Bank* v. *Skelly*, 1 Black, 436, 17 L. Ed. 173, and has been repeated in several cases within the past few years, and notably so in the case of *The Home of the Friendless* v. *Rouse*, 8 Wall, 430, 19 L. Ed. 495, and *Wilmington Railroad* v. *Reed*, 13 Wall. 264, 20 L. Ed. 568. In these cases and in others of a similar character, the exemption is upheld as being made upon considerations moving 'to the State which give to the transaction the character of a contract. It is thus that it is brought within the

protection of the Federal Constitution. In the case of a corporation the exemption if originally made in the act of incorporation, is supported upon the consideration of the duties and liabilities which the corporators assume by accepting the charter. When made, as in the present case, by an amendment of the charter, it is supported upon the consideration of the greater efficiency with which the corporation will thus be enabled to discharge the duties originally assumed by the incorporators, to the public, or of the greater facility with which it will support its liabilities and carry out the purpose of its creation."

In the case of *The Home of the Friendless* v. *Rouse*, 75 U. S. 430, the court, citing quite a number of cases, says:

"The validity of this contract is questioned at the bar on the ground that the legislature had no authority to grant away the power of taxation. The answer to this question is, that the question is no longer open for argument here, for it is settled by the repeated adjudications of this court, that the States may, by contract based on a consideration, exempt the property of an individual or corporation from taxation, either for a specified period or permanently. And it is equally well settled that the exemption is presumed to be in sufficient consideration, and binds the State if the Charter containing it is adopted. *New Jersey* v. *Wilson*, 7 Cranch, 164; *Corden* v. *Appeal Tax Court*, 3 How. 133; *Piqua Bank* v. *Knoop*, 16 How. 369; *Ohio Life & Trust Company* v. *Debolt*, 16 How. 416; *Dodge* v.

Woolsey, 18 How. 331; 15 L. Ed. 401; *Mechanics' & Traders' Bank* v. *Thomas*, 18 How. 384, 15 L. Ed. 458; *McGee* v. *Mathis*, 4 Wall. 143, 18 L. Ed. 314."

In the case of *Armstrong* v. *Treasurer of Athens County*, 16 Peters, 281-289, the court quotes largely from the case of *State of New Jersey* v. *Wilson*, 7 Cranch, 164; and affirms the rule as laid down in that case, in the following language:

> "The case relied on by the complainants as ruling this is that of *The State of New Jersey* v. *Wilson*, (7 Cranch. 164). In 1878, the Delaware tribe of Indians agreed with the colonial government of New Jersey, to release to the latter all the lands in that colony south of the River Rariton; the government purchased a tract of land on which the Indians might reside, and stipulated by a legislative act, that this tract should not thereafter be subject to any tax. The Delawares wished to emigrate, and join the Stockbridge tribe in New York. In 1801 the State of New Jersey by a statute, authorized them to sell their lands. This act of assembly contained no exemption from the payment of taxes after the sale. In 1803, the Indian tribes sold to Wilson and others; and the commissioners appointed by order of the legislature conveyed, for and on behalf of the Indians, to the purchasers. On the foregoing state of facts, it was held by this court that the purchasers being in under the first grant of 1758, to the Indian tribe, were equally entitled to its benefits; and that no taxes could be levied on the land.

The soundness of the decision we think undoubted. The compact with the Delaware tribe was for a cession to the government of a large body of land; the consideration of the cession was a small tract vested in trust for them in fee; and a further and very material consideration was, that the latter tract should never be taxed by the government. The parties were competent to contract, as no restriction was imposed on the colonial government, and the consideration was ample for the exemption.

The condition attached to the land, so this court held: 'The act authorizing the Indians to sell was a mere enabling statute; the purchasers took from and under the Indian tribe, held by virtue of the grant to them, and were, of course, entitled to all the benefits of the contract. New Jersey had therefore no more power to repeal that part of the grant which exempted the lands from taxation than she had to repeal the entire contract; and, therefore, her act of 1804, repealing the clause of exemptions, was void."

In the case of *Harnes* v. *Kornegay*, 62 Fed. 671, the court says:

"The precise question arose in *Tomlinson* v. *Jessup*, 13 Wall. 458. A railroad company had obtained its charter and completed its road under an act of the legislature containing no exemption from taxation. Some years afterwards it obtained an amendment to its charter, and in the amending acts was the exemption. The state adopted a new constitution, and in that constitution it was sought to repeal all such exemptions. The Supreme Court

of the United States, having these facts under consideration, says:

'In these cases, and in others of a similar character, the exemption is upheld as being made upon considerations moving to that state, which gives to the transaction the character of a contract. It is thus brought within the provisions of the federal constitution. In the case of corporation the exemption, if originally made in the act incorporating it, is supported upon the consideration of the duties and liabilities which the corporation assumes by accepting the charter. When made, as in the present case, by an amendment of the charter, it is supported upon the consideration of the greater efficiency with which the corporation will thus be enabled to discharge the duties originally assumed by the corporation to the public, or of the greater facility with which it will support its liabilities and carry out the purposes of its creation.'

The case seems on all fours with that at bar, and no other citation is necessary. This being so, the proposed action of the directors and the president is either the surrender of a clear legal right of the corporation in the contract to an unconstitutional act of the legislature, or it is the waiver and surrender of this right, each of which is beyond the power of the directors."

We could multiply authorities along this line without limit. The essential elements required in all the decisions to render the exemption from taxation secure against legislative attack are present in the case of Indian Allotments—the consideration and the contract.

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There can be no question about the sufficiency of the consideration to sustain the exemption. Prior to the adoption Treaty and the allotment of the land, each Indian owned an equal and undivided interest in the whole of the Tribal Domain. He had a right to occupy any part of it which was not in physical possession of some other member of the tribe.

Before the Treaty became effective, each Indian was given the privilege of voting on the question as to whether or not he would adopt the Treaty and convert the common ownership of the land into a several title in fee. Each Indian was permitted to determine whether he would accept the lands allotted to him as his sole several share and forever abandon any right, title or interest in the lands allotted to other members of the Tribe.

The exemption under the decisions became a part of the title, and part of the thing in value which the allottee has in his land. This element of value cannot be taken from him without his consent. The restriction on the right of sale does not in any way affect his title.

The removal of the restriction by Act of Congress has in no way benefited the plaintiffs; it is at most but an offer on the part of Congress to extend to them the privilege of selling their land; but they have not accepted this offer. When the offer is accepted and they sell the land, it is conceded that the exemption from taxation will be lost, but the plaintiffs in this case are standing upon the rights conferred upon them under the Treaty, and have interposed all the Constitutional Guarantees belonging to them as citizens of the United States

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against the taking of their property without their consent.

We submit that the effort of the defendants to subject the land of the plaintiffs to the laws of the State governing taxation, is wholly unauthorized by law; that the exemption of the defendants' property from taxation under the Treaty, and under Section 6 of Article 10 of the Constitution, is complete, and that all efforts on the part of defendants and officers of the State to apply the State laws to the plaintiffs' property, is wholly unauthorized.

We invite attention to the language of that Section of the Constitution. It exempts from State taxation all property exempt by reason of Treaty stipulation during the force and effect of such Treaties or Federal law.

As to the rights conveyed to the allottees, the Treaty stipulations are still in force. They cannot be abrogated insofar as they were the means of vesting title in the allottees. The plaintiffs are holding title to their allotments by virtue of the force and effect of the Treaty stipulation. The stipulations of the Treaty under which title vested, accompanied by the exemption from taxation, have not been, and cannot be abrogated by Congress or any law of the State.

There is no doubt about the power of Congress to abrogate a treaty with an Indian Tribe so far as governmental matters may be concerned; nor so far as administration of Tribal property be concerned. But when the property has been individualized and title in severalty vested in the allottees, the inhibitions in the State and

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Federal Constitution apply in their full vigor, and protect the rights of the allottees against deprivation.

Hence the Acts of Congress of 1906 and 1908 removing the restriction on the right of sale and providing that in cases where the restrictions on the right of sale are removed, the allotments shall be subject to taxation, can afford the defendant no relief. It is not claimed that the Constitution or law of the State of Oklahoma has been changed so as to subject the plaintiffs' land to taxation. The sole reliance of defendants is the Acts of Congress referred to.

No doctrine is better established than that Congress has no power to determine what property may be taxed in the States. The taxing power for all of the purposes of the State is exclusively a State function.

The title and exemption from taxation having vested on the delivery of the patents, it is beyond the power of State or Federal Legislation to deprive the plaintiffs of their title and exemption. The exemption, as stated above, is a part of the thing of value conveyed by the patent.

The declaration of the Treaty is, that all land shall be non-taxable while the title remains in the original allottee, not to exceed twenty-one years from the date of patent, and that the patents shall be framed in accordance with the provisions of the Treaty, and that the acceptance of his patent by such allottee, shall be operative as an assent on his part to an allotment and conveyance of all of the lands of the Choctaws and Chickasaws, and as a relinquishment of all his right, title and interest in

and to any and all parts thereof, thus making a contract upon a valuable consideration, under which the allottees became the owner in fee simple of particular tracts of land, and relinquished his right, title and interest into other tracts of land which he had formerly owned in common with the other members of the Tribe. His title to the land allotted and patented to him under such conditions, is in no respect different to the title received by the pre-emptor on the public domain when the president delivers a patent to him. Every constitutional and legal guaranty which attaches to the latter, must of necessity apply to the former.

The State of Oklahoma in its Constitution and laws has kept faith with the Indians. It has provided that the lands exempted by Treaty provision shall remain exempt so long as the Treaty continue in force and effect. We have shown that the Treaty stipulations have remained in force and effect for the protection of the rights of the allottees to the title to, and exemption in, their land.

A fair construction of the Constitution and law of the State of Oklahoma will protect the plaintiffs in all of their rights as guaranteed in the Treaty. The officers charged with the enforcement of the law relating to taxation in the State of Oklahoma, have undertaken to pervert them and apply them to the lands of the plaintiffs, which are exempt from taxation. It is against this erroneous and perverted construction and application of the laws of the State that we complain.

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The Supreme Court of Oklahoma adopted in this case its decision in the case of *Gleason* v. *Wood*, set out at pages 92 to 108 of the Transcript. We submit that the Supreme Court misconceived the contention of the Plaintiffs in Error. The Supreme Court pointed out that no contract was made between the State of Oklahoma and the Plaintiffs in Error, whereby their land was to remain exempt from taxation; and laid stress on the statement that the only contract with reference to the titles to the Indian lands was made between the United States and the State of Oklahoma, in the adoption of the provisions of the Enabling Act by the State. No one connected with this litigation ever claimed that the State of Oklahoma made a contract with the Indian allottees. Our contention, at all times, has been that prior to the admission of the State into the Union Plaintiffs in Error were made citizens of the United States; that as allottees of the Chickasaw and Choctaw Tribes, they made a contract prior to Statehood, through their tribe, with the United States, whereby, for ample consideration, they surrendered their claim to the lands of the tribe as tribal property, and accepted a title in severalty, with the exemption from taxation annexed thereto. That this exemption was made, by the terms of the Treaty, a part and parcel of the title to the land. It was a condition on which, under the treaty, the title vested in the individual allottees, and an important and controlling consideration therefor.

The cases cited by the Supreme Court of Oklahoma, at pages 101 and 102 of the Transcript, are those

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dealing with the powers of Congress with respect to Tribal property. The power of Congress on this subject is universally conceded to be without limit, save and except that it may not be sufficient to destroy the vested rights of the Tribes. But so far as the administration of the Tribal property is concerned, the determination of the tenure by which such property shall be held by members of an Indian Tribe, when and on what terms it may be allotted, and upon all such questions, everybody concedes that the power of Congress was plenary. The Supreme Court, with much elaboration, cites and quotes the well known cases on the subject. But the question in this litigation lies beyond this plenary power of Congress, and arises after that power has been exercised, and exhausted by the allotment and patenting of the Tribal property to the individual Indians in severalty and in fee simple. Their title to the land, conveyed to them by the patents, is precisely the same as that conveyed to citizens and inhabitants of the cities in the old Indian Territory by patents executed under the same treaties as those which provided for the allotment of lands to the members of the Tribes, and executed by the same Governors of the Tribes. In each case a several fee simple title was conveyed by the patent; in one case to the inhabitants of the cities, who are citizens of the United States and in the other, to the members of the Tribes, who are citizens of the United States. The title thus conveyed in both cases is wholly different from the title held by the Indian Tribe to Tribal lands. It is individualized, vested in severalty, and has become the sub-

ject of private ownership, and its holders can no more be despoiled of it, than could the owners of property in the District of Columbia.

Suppose, after a lot in the City of Ardmore had been conveyed by patent to a citizen of the United States, in consideration of the purchase price fixed in a manner provided by the Treaty, Congress should decide that the citizen got the better of the bargain, and that some additional burdens should be imposed upon the lot, and to that end should pass a law providing that all such citizens of a certain class, who had bought lots under the provisions of the Treaty, could be required to pay an additional sum of twenty-five per cent of the original purchase price. Would anybody contend that such legislation would be valid? Certainly not, for the all-sufficient reason that it would violate all constitutional guaranties against the deprivation of property, without due process of law, etc.

Some of the lands patented to the Plaintiffs in Error joined the City of Ardmore. They accepted the land on the conditions named in the Treaty and in the patent. Among others being the agreement that:

> "All the lands allotted should be non-taxable where the title remains in the original allottee, but not to exceed twenty-one years from the date of patent."

And,

> "Said patent shall be framed in accordance with the provisions of this agreement, and shall embrace the land allotted to such patentee and no

other land, and the acceptance of his patents by such allottee shall be operative as an assent on his part to the allotment and conveyance of the lands of the Choctaws and Chickasaws in accordance with the provisions of this agreement, and as a relinquishment of all his right, title, and interest in and to any and all parts thereof, except also his interest in the proceeds of all lands, coal and asphalt herein excepted from allotment."

The patent, executed under these Treaty provisions, to the allottees, who were then citizens of the United States, conveyed to them, as individuals, private property, protected by all the constitutional guaranties to the same extent as were the lots patented to their fellow citizens within the corporate limits of Ardmore.

Under the Treaty, the allottees made the contract; they accepted the patent, with the condition annexed that their allotment should not be taxed for twenty-one years, and gave a valuable consideration therefor, to-wit: They agreed that by accepting the land allotted to them, they relinquished all their right, title, and interest to the land allotted to other members of the tribe.

It cannot be said that the exemption from taxation was a mere gratuity bestowed by Congress. It is a part of the public history of the Choctaw and Chickasaw Tribes that the exemption of allotments from taxation was the chief inducement leading to the adoption of the Treaty. The condition which prevailed before the Treaty was adopted can never be restored to them. They were induced to accept patents to the lands on the con-

dition that they should hold their land for twenty-one years exempt from taxation. The contract had been executed before the admission of the State into the Union. Patents were delivered; title vested. To subject the lands thus patented to taxation, would be in all respect a violation of the contract under which the title vested, to the same extent as would the enactment of the law by Congress, imposing upon the patentees in the cities and towns of the Choctaw and Chickasaw Nations an additional burden of twenty-five per cent of the original purchase price. As to property thus held by fee simple title, by citizens of the United States, whether in the cities and towns, or in the country, all of the constitutional guaranties must apply. There is no reason to apply them in one case, and withhold them in the other. No rule is better established, than that Treaties with Indian Tribes shall be construed as understood by the Indians.

The case of *Tiger* v. *Western Investment Company*, 221 U. S., 286; Law. Ed. Vol. 55, page 738, has been referred to as holding contrary to our contention, and as sustaining the validity of the Act of Congress, subjecting the lands of the Plaintiffs in Error to taxation. In that case the court held valid and constitutional the Act of Congress, which extended the period during which members of the Creek Tribe of Indians were prohibited from alienating inherited lands. The decision was based largely upon the ground that while the restriction remained on the right of alienation, the

Indians, to that extent at least, were regarded as wards of the nation, and still in a condition of tutilage; and that it rested with Congress to determine when its guardianship over them should cease. But the decision in that case does not reach the difficulty here. The enlargement of the period during which the restriction on the right of alienation existed conserved and protected the Indians in their ownership of lands. The Creek Indians, although citizens of the United States, were members of the Creek Tribe, which Tribe was under the supervision of the United States. While in that condition, the guardianship of the Government might properly be extended so as to conserve and protect the property of the individual Indians. But in this case, the Act of Congress has the contrary effect. It subjects the land of the Plaintiffs in Error to the burdens of taxation; it permits its involuntary alienation at forced sale; it deprives the allottees of their property, contrary to the conditions under which they hold it. In the Treaty under which the lands were allotted and patented to the Plaintiffs in Error the right of alienation was in no way connected with, or dependent upon the right to exemption from taxation. The latter was separate and distinct from the restrictions imposed on the right to sell at the time, as well as any arrangement which might have been made in the future for the alienation of the land.

In the Marchie-Tiger case, it may properly be said that the extension of the restriction on the right of alienation was for the benefit and protection of the

Creek allottees, but no such argument can be made with respect to the Plaintiffs in Error, whose property is subjected to the burdens of taxation by the Act of Congress assailed in this case. The people of Oklahoma accepted Statehood with notice of the fact that the Plaintiffs in Error were entitled to hold their allotments free from taxation for twenty-one years. That right is attempted to be taken from them without their consent, and without due process of law, by the Act of Congress in question. We submit that this can not be done.

Respectfully submitted,

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NO. 809

IN THE

Supreme Court of the United States

October Term, 1911

GEORGE W. CHOATE, ET AL.,
Plaintiffs in Error.

VS.

M. E. TRAPP, SECRETARY OF STATE BOARD OF EQUALIZATION, ET AL.,
Defendants in Error.

In Error to the Supreme Court of the State of Oklahoma.

BRIEF AND ARGUMENT OF DEFENDANTS IN ERROR.

CHAS. WEST,
Attorney General of the State of Oklahoma,
For Defendants in Error.

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PROPOSITIONS URGED BY DEFENDANTS IN ERROR.

(1.) The power of Congress over the Indian is governmental and plenary, not subject to diminution by contract, and to be exercised in accordance with the wisdom and conscience of Congress.

(2.) The State of Oklahoma made no contract. Upon this point the state court is conclusive, as well as upon the question of the meaning of the provisions of the Oklahoma Constitution with reference to this case.

(3.) The decision that the State of Oklahoma made no contract is sufficiently broad to determine the case, and being a non-federal question, the appellate jurisdiction of this court is wanting.

(4.) As to the enabling act the parties were the United States and the State of Oklahoma. The plaintiffs in error have no individual rights as such therein.

(5.) The plaintiffs in error as individual Indians had no property rights in any of the treaties of the United States nor any separate property rights in the tribal lands which could be enforced in the courts.

The essentials of the case presented below and now here on appeal as stated in the petition filed in the Superior Court of Oklahoma State, County of Logan, are these:

That the plaintiffs in error are former members and citizens of the Choctaw and Chickasaw Tribes of Indians, two of the Five Civilized Tribes, enrolled as members of said tribes. That because of the Atoka Agreement approved June 28, 1889, and the Supplemental Agreement ratified September 25, 1902, certificates of allotments and patents have been issued and delivered to the plaintiffs, conveying said lands to them, whereby they each became possessed of three hundred and twenty acres of communal lands of the tribes; that they are among the number of those whose allotment restrictions were removed by the provisions of Section 1 of the Act of May 27, 1908; by the Atoka Agreement and the Supplemental Agreement their homesteads were to be non-taxable and inalienable and free from any incumbrance whatever for twenty-one years from the date of their respective patents, but that the Act of Congress of May 27, 1908, in Secion 1 thereof took away this right. It provided that

> "from and after sixty days from the date of this Act, the status of the lands allotted heretofore * * * to allottees of the Five Civilized Tribes, shall, as regards restrictions on alienation or incumbrance, be as follows: All lands, including homesteads of said allottees enrolled as * * * means blood Indians, having less than one-half Indian blood * * * shall be free from all restriction."

And Section 4 thereof provides that

> "all land from which restrictions have been or shall be removed shall be subject to taxation * * * as though it were the property of other persons than allottees of the Five Civilized Tribes."

They plead in their petition that they are among the number of those "from whose homesteads restrictions were removed" by the above provisions of Section 1, but their contention is that this would impair contract right vested in them, in violation of Section 10 of Article 1 of the constitution of the United States and deprive them of their property in violation of the Fifth and Fourteenth Amendments to the Constitution of the United States. The Fourteenth Amendment they claim is in point because in the Act of Congress of June 16, 1906, commonly termed the Enabling Act of the State of Oklahoma, Section 1 of which provides:

> "That nothing contained in the said constitution shall be construed to limit or impair the rights of persons or property pertaining to the Indians of said Territory (so long as such rights shall re-

main unextinguished) or to limit or affect the authority of the government of the United States to make any law or regulation respecting such Indians, their lands, property or other rights by treaties, agreement, law or otherwise, which it would have been competent to make if this act had never been passed."

And then it was provided in Section 3 of said Enabling Act that the constitution of the proposed state should provide, among other things,

> "That the people inhabiting said proposed state do agree and declare that they forever disclaim all right and title in or to * * * all lands lying within said limits owned or held by any Indian tribe or nation."

And that by Section 22 it was provided that the constitutional convention provided for herein should by ordinance irrevocable accept the terms and conditions of said act; that by ordinance of the 22nd of April, 1907, the constitutional convention accepted the terms and conditions of the said act, and that the constitution of said state provides in Section 6 of Article 10 thereof that,

> "all property owned by * * * shall be exempt from taxation and such property as may be exempt by reason of treaty stipulations, existing between the Indians and the United States government, or by Federal laws, during the force and effect of such treaties or Federal laws."

The contention of the plaintiffs is, in short, that Congress, by the Atoka Agreement and the Supplemental

Agreement made an inviolable contract with them that their property should be exempt from taxation for twenty-one years after the date of their deeds; that the State of Oklahoma, under the cited section of the constitution made an inviolable contract with the United States for their benefit to the same effect; and now they complain that the State of Oklahoma has assessed and equalized their property for taxation and that the defendants as taxing officers are about to proceed in accordance with the laws of the State to subject their property to the collection of the taxes assessed against it out of the sale thereof, if necessary. Their prayer for injunction against such levy and sale was denied by the Oklahoma court. Its opinion appears at 114 Pac., 710. Their contentions I summarize for the purpose of discussion as follows:

1. They contend that the provisions contained in the Atoka Agreement and the Supplemental Agreement as to exemption from taxation are presumed to rest upon a consideration attached to the property as an element in its value, and is, therefore, a property right, and as such is inviolable.

2. They contend that though the power to abrogate the provisions of the treaty inhere in Congress, yet that in a case where the taking of property is involved the power of Congress will not go so far as that.

3. They contend that Section 4 of the Act of May 27, 1908, must not be construed as applicable to their land, but only to such lands as to which restrictions had been removed or would be removed by *other* acts of Congress, for instance, the Act of April 21, 1904, and Section 22 of the Act of April 26, 1906.

4. They contend that the passage of the ordinance irrevocable by the constitutional convention of the State of Oklahoma, together with the cited provision in the constitution of the state, estops he state from asserting an interest in conflict with the rights of the plaintiffs.

IS THE TAX EXEMPTION NAMED IN THE ATOKA AND SUPPLEMENTAL AGREEMENTS A PROPERTY RIGHT?

The Supreme Court of Oklahoma was of the opinion that the cited provisions of the Atoka and Supplemental Agreements did not amount to a contract, but was simply the statement of the then pleasure of the legislature, and so remained until subsequently altered by it. I cannot add to the force of what on this head is said by the Oklahoma court, nor do I think of cases more apposite than those cited in its opinion. As sustaining the contention of the plaintiffs in error greatest stress is laid upon the case of State of New Jersey vs. Wilson, 7 Cranch, 164. The Oklahoma court well distinguishes the difference of that case from this, but if consideration is had of what it was that Congress was doing in the Delaware case and in the case of the Five Civilized Tribes, this difference between legislative promulgation and legislative contract will at once appear. In the instance of the Delaware it will be noted that the United States is no party to the proceedings. It occurred in 1758, but the state treating directly with the Indians, passed an agreement by which the In-

dians released all claim to the lands south of the River Raritan, and it was agreed that the government should purchase a tract upon which the Indians might reside. The government referred to here could only have been the government of New Jersey, and it was provided that as to such newly purchased land

> "that the lands to be purchased for the Indians aforesaid shall not hereafter be subject to any tax, any law, usage or custom, to the contrary thereof, in any wise notwithstanding."

The question was, could the State of New Jersey abrogate this contract? It was decided that this was a contract right which attached to the land; that the purchaser from the Indians stood as to the state in the same condition as did the Indian. The sale was made from the Indian to the purchaser with the assent of the state, with all the privileges and immunities attaching to the land. Chief Justice Marshall said:

> "It is not doubted, but that the state of New Jersey might have insisted on a surrender of this privilege, as the sole condition on which a sale of the property should be allowed. But this condition has not been insisted on; the land has been sold, with the assent of the state, with all its privileges and immunities. The purchaser succeeds, with the assent of the state, to all the rights of the Indians; he stands, with respect to this land, in their place, and claims the benefit of their contract. This contract is certainly impaired by a law which would annul this essential part of it."

It will be noted that there was no question of whether the State of New Jersey, before the adoption of the constitution which vested the control of the Indian in Congress, might not have abrogated this treaty as every sovereign may abrogate his treaty. But it will be noticed that in 1801, after the adoption of the Constitution of the United States, the State of New Jersey passed an Act authorizing Indians to sell their land. In 1803 the land was sold—the court found, with the assent of the state—carrying with it all its privileges and immunities. Thus in 1804 when the act was passed repealing the exemption from taxation, it was a citizen of the United States who now held the land and also held a contract from the State of New Jersey for the exemption thereof from taxation. The Fifth Amendment clearly prohibits the state from abrogating that contract with that citizen of the United States. There could have been no question that the provision as to exemption was a contract, not an expression of legislative views only, because it is said that the state assented to the sale of the privileges and immunities with the land.

How different are the facts in the instance of the Five Civilized Tribes! These acts took place after the adoption of the constitution, when no contract could be made with the Indian tribes except with the assent of the United States. In our case the state makes no contract with either the Indian or the Indian tribes, but the United

States enters into the treaty, the Atoka and the supplemental treaties. The United States by Act of May 27, 1908, provide that lands upon which restrictions have been or shall be removed shall be subject to taxation. Congress had, it is true, provided in the Enabling Act that the State of Oklahoma must agree upon the exclusive control of Congress over the Indians, and the state in its constitution had exempted from taxation the lands of the Indian tribes, such as were exempted by treaties or Federal laws during the existence of such treaties or Federal laws. This provision of the constitution was not in all respects either useful or necessary. In any event the state was without power to tax either the Indian or the Indian's land except with the assent of Congress. As long as the Indian treaties or the Federal laws exempted such lands from taxation by the state, the state was without power to tax them, and made so by the constitution of the United States vesting in Congress exclusive control of the Indian, not by reason of the provision of Section 6 of Article 10. All that this part of Section 6 of Article 10 amounts to is a recognition on the part of the state of what is the law, in any event.

Likewise, the attitude of Congress in dealing with the Five Civilized Tribes was utterly dfffferent from that of the State of New Jersey when dealing with the Delawares. Without discussing the relative power of the State of New Jersey over the Delawares living within its con-

fines previous to the adoption of the Constitution, it is only necessary to state that the attitude of the states to he Indian tribes within its borders previous to the adoption of the Constitution, where not that of one hostile nation to another, was, in the case of weak states, that of one friendly nation treating with another, or, in the case of strong states and weak nations, that of one power enforcing its might upon another. The inter-connection between the various Indian tribes one with another towards the white man, though discordant among themselves, and the fear that the inconsiderate act of one state by precipitating Indian troubles might force other states into undesired hostilities was the moving cause, among other things, why the various states surrendered to the national government the control and the exclusive control over the Indians. This control was surrendered to the national government, not only because to the national government was to be surrendered the duty of conducting negotiations and transactions with foreign countries; that is, the treaty-making power of the Union and all its parts, but the especial enumeration of the Indian tribes separately from foreign nations evidences the solicitude of the framers of the constitution to remove the possibility of any discordant treatment of the Indians. But New Jersey when it was dealing with the Indians in 1758 treated with the Delawares on this occasion as a peaceable nation, and what occurred between these two nations was a treaty, and the

reason why it was agreed that the Delawares' lands should be forever free from taxation was to assure them, as it were, of the non-interference of the State of New Jersey with them in the possession of their property. A totally different conception and point of view existed in regard to the Indians in the Indian Territory. The remnants of a once powerful people of the state, all autonomous action was in fact lost to them at the date of the Atoka Agreement. It is almost publicly confessed that the duty of the Daws Commission was to induce the Indians to agree to their allotment peaceably, but it has never been contemplated that the allotment would not have taken place in case the Indians had refused to agree, because it is notorious that under the act those beneficiaries who should refuse to take allotments were to have allotments made for them by public functionaries. The object of the Daws Commission was only to accomplish their allotment with as slight friction as possible. The position of Congress, however, had been determined many years before, that the future properity of the red man lay rather in educating him to partake of the life of the nation than in furholding him apart in the continuance of his tribal life. Therefore, the only thing that Congress was doing by these acts was not, as in the case of New Jersey, making an agreement with the Indian to grant his tribe certain lands in exchange for other lands and then to vest him with specific privileges in the granted lands, but was solely to

determine the governmental policy; that is, whether he be continued in his tribal existence or as rapidly as possible be assimilated to the condition of the ordinary citizen of the United States, and, because it was feared that an exposure to the burdens of separate ownership might result in the loss of the land allotted to him, it was specifically agreed as a matter of governmental policy that he should be protected, first for twenty-one years from the date of the Agreement, and afterwards, by the supplemental agreement, twenty-one years from the date of the deed. But subsequently the policy of Congress evoked objections even here, and provided by the Act of April 21, 1904, 33 Statutes, 189, for the sale of half a million acres, being the residue of the lands left over after allotment, and at that time removed the restrictions upon the alienation of lands of all allottees of either of the Five Civilized Tribes who were not of Indian blood, except minors or except as to homesteads, and then provided that the restrictions upon the alienation of all other allottees excepting minors and excepting homesteads might, with the approval of the Secretary of the Interior, be removed.

This clearly indicates that in 1904 Congress was convinced that citizens of the Indian tribes who were not blood Indians did not need the protection of the provision against alienation except in the case of minors and except as to their homesteads, and, further, Congress foresaw that

even blood Indians, such for instance, as members of Congress and the Senators selected by the people of this state to represent them were, because of their experience in the world and other qualifications, entirely capable of conducting their affairs with success, and, therefore, provided that all allottees, excepting minors and as to homesteads, might with the approval of the Secretary of the Interior have their restrictions removed, and a further evidence of the development of this idea in Congress is evidenced by Section 22 of the Act of April 26, 1906, 34 Statutes, 137, providing for the removal of restrictions on certain classes of lands and for the alienation thereof, and in the Act of April 26, 1906, in Section 19, I find that Congress even determined that where restrictions have been removed the exemption from taxation will also be removed. It is, therefore, nothing but a continuation of the development already noted to find that in the Act of May 27, 1908, Congress determined to remove the exemption from taxation wherever the restrictions upon alienation had been removed, a two-years' experience on that subject having apparently convinced Congress of its wisdom.

In all of this there is only evidence of the exercise of the governmental power of Congress over the Indian. It will further be noted that in the very act of March 31, 1893, providing for the commissioners to make the grants, in the last paragraph it specifically provided that in mak-

ing these allotments the government is nat acting as a contractor, but as a sovereign. It is there provided:

> "Neither the provisions of this act nor the laws or treaties which may be had or made thereunder shall be held in any way to waive or impair any right of sovereignty which the government of the United States has over or respecting said Indian Territory or the people thereof, or any other right of government relating to said Territory, its lands or the people thereof."

How can there be any further contention in the face of this express provision that at this time, to-wit: March 31, 1893, the government in its dealings with the Indians did not mean to enter into any contract whatever and did not mean to surrender any of its sovereign control over either the people or their lands, and that any agreement made as to their lands would continue to be in the sovereign control of Congress?

Speaking on this subject, this court in the Marchie Tiger case, speaking through Mr. Justice Day, said:

> "The sections of the Act of April 26, 1906, * * * show a comprehensive system of protection as to such lands."

And as to the Act of May 27, 1908, he says as to Sections 8 and 9:

> "The obvious purpose of these provisions is to continue supervision of the right of full blood Indians to dispose of lands by will, and to require

conveyances of the interest of full blood Indians of inherited lands to be approved by a competent court."

As to the meaning of the provisions against alienation, Mr. Justice Day says that these were intended to prevent improvident sales by the Indians, and the right of the government to forbid the sale of the inherited land, though the edict of prohibition be made after the allotment, was in that case firmly sustained as within the power of Congress, and the court says as to this act:

> "Conceding that Marchie Tiger by the act conferring citizenship obtained a status which gave him certain civil and political rights inherent in the privileges and immunities of such citizenship, unnecessary to here discuss, he was still a ward of the nation so far as the alienation of these lands was concerned, and a member of the existing Creek Nation. The inherited lands, though otherwise held in fee were inalienable without the consent of the Secretary of the Interior until August, 1907, by virtue of the Act of Congress. In this state of affairs, Congress can, with plenary power over the subject, by a new act permit alienation of such lands at any time, subject only to the condition that the Secretary of the Interior should approve the conveyances."

It being now apparent that the policy of Congress has been from the very first to render that exempt from taxation which is made by it inalienable, and to render that subject to taxation which is by it made alienable, it must clearly appear that this provision as to exemption is

the outward manifestation of the governmental purpose of protection of the Indian and not the contract whose obligation must not be broken.

Our answer to the first proposition, therefore, is, that the agreements as to exemption from taxation in the Atoka Agreement and the supplemental agreement do not rest upon a consideration, but upon a governmental motive, did not attach to the property as an element in its value, because it is expressly provided that it shall only continue while the property remains in the hands of the original allottee, and, therefore, is not a property right, but a governmental condition, that as such it is entirely subject to change during the will of Congress, and that all that is said as against the propriety of such change, while cogent for the consideration of Congress, is out of place in court.

INDIAN TREATIES NOT CONTRACTS BECAUSE CONGRESS NOT AUTHORIZED TO CONTRACT.

The second and overwhelming reason why the Atoka Agreemenet and the supplemental agreement cannot be construed as contracts is because Congress has no power to contract with the Indian nations. The states of the Union are authorized to contract one with another with the consent of Congress, and the President with the consent of Congress may negotiate treaties or contracts with foreign nations, and the officers of the government are by law authorized to make contracts in its name with individuals, but the Indian nation neither stands in the shoes of an individual nor a foreign nation. If it be regarded from analogy with a foreign nation, the law is plainly settled that Congress may abrogate treaties at its will.

Thomas vs. Gay, 169 U. S., 271.

A treaty may supersede a prior act of Congress and an act of Congress may supersede a prior treaty.

Foster vs. Neilson, 2 Peters 253, 314.
Taylor vs. Morton, 2 Curtis, 454.

Treaties with Indians within the United States stand in no better position than treaties with foreign nations.

The Cherokee Tobacco, 11 Wall., 616.

If the Indian is considered from the point of view of an individual and there is a question of Congress dealing with him, it must be remembered that the Fifth Amendment does not apply to Congress and it was decided by this court in Fleming, et al. vs. McCurtain, et al. 215 U. S., 56, that the Choctaw treaty of February 27, 1830, did not create a trust in favor of the then existing members of the tribe and their descendants. In other words, it was held that the ownership conveyed by the patents from Congress to the tribe was a tribal, not an individual, matter, and from this it would follow that the Atoka Agreement and the supplemental treaty, while made for the protection of the Indian, both individual and aggregate, yet were not made with individual Indians. The whole power of Congress in the subject flows from the provision vesting in Congress the exclusive authority to legislate for the Indians. This being a constitutional power we are met with two principles, first, that no legislature can abridge the power of a succeeding legislature, and, second, that Congress acting under its enumerated constitutional powers, cannot deprive itself of the power which the con-

stitution vests in it—that the constitution vesing in Congress governmental power over the Indian tribes, Congress cannot convert this into contractural rights. The power of Congress over the Indian and his land is plenary as long as its sovereignty is retained over them as a nation.

Appellant's second proposition is involved in what has been said in answer to their first.

The last clause of the Act of March 31, 1893, showing clearly that Congress did not mean to give up any part of its sovereignty over either the Indian or the Indian's land, it is clear that the Atoka Agreement and the supplemental agreement should be construed as in accordance with the idea of the retention by Congress of sovereign control over the Indian's land. That control was one of the conditions to be read into the treaties.

In the Marchie Tiger case, as in others, this court emphasizes the necessity of construing together the various acts and treaties enacted *in pari materia.*

SECTION 4 OF THE ACT OF MAY 27, 1908, MUST BE CONSTRUED TO BE APPLICABLE TO PLAINTIFFS' LAND.

The above result flows from the fact that the Act of April 26, 1906, in its nineteenth section specifically provides that lands upon which restrictions are removed shall be subjected to taxaton. This section, therefore, being enacted *in pari materia* with Section 4 of the Act of May 27, 1908, clearly evinces the intent of Congress to abrogate the condition as to non-taxability which was inserted in the agreements solely for the protection of the Indian, and is a governmental, not a contractural matter. Furthermore, to hold that the fourth section of the Act of May 27, 1908, would not be, as claimed by the appellant's, a deduction to be shown from consideration of the other laws on the subject, but would be against the express unequivocal meaning of the words of the words of the law itself as well as the express and unequivocal meaning of the Act of April 26, 1906. It will be borne in mind that under the Act of May 27, 1908, the restrictions were not to be removed until sixty days from the passage of the Act, or

until such time as the Secretary of the Interior would remove them. These sections must be considered in construing Section 4, providing that

> "all lands from which restrictions have been or shall be removed shall be subject to taxation and all other civil burdens, as though it was the property of other persons that the allottees of the Five Civilized Tribes."

The words "all lands from which restrictions have been removed" are but the equivalent of the nineteenth section of the Act of April 26, 1906, and, therefore, do not amount to a new enactment, but are but a continuation of the existing law on the subject. The words "all lands from which restrictions shall be removed" must necessarily include the lands of plaintiffs, because the restrictions on their lands were not removed—could not have been until sixty days from the passage of the Act. It, therefore, seems to be a case that does not admit of two interpretations; it is unambiguous, unequivocal language, in harmony with other laws on the subject, and for this reason precludes construction. There is no room for construction.

This court decided in De Yturbide vs. United States, 22 How., 290, that where the legislature makes a plain provision without making any exception, the courts can make none. In Maxwell vs. Moore, 22 How., 185, the court said that to do so would be legislation. See also Pyrie vs. Chicago Title & T. Co., 182 U. S., 438.

THE OKLAHOMA ORDINANCE IRREVOCABLE WAS INEFFECTIVE EXCEPT AS TO MATTERS WHICH CONGRESS PROVIDED AND HAD THE RIGHT TO PROVIDE.

The asserted statement is a necessary concomitant of the holding of this court in the Oklahoma capital case. Coyle vs. Smith, et al., decided at the last term, where it was held that the adoption of the ordinance irrevocable failed to establish as a part of the law of the state and as binding law upon the state any provision inserted into the Enabling Act which was beyond the power of Congress to insert there. The authorities cited and followed by the court in the Oklahoma capital case reiterate the proposition stated in 3rd Howard 212, Pollard's Lessee vs. Hagan, and Permoli vs. First Municipality, 3 How., 609, that the power of Congress in dealing with a state, arising as it does from the constitutional grant, is not, as it were, a matter of contract, and can neither be amplified nor diminished by agreement. A consideration of the ordinance can, therefore, be set aside. The question is purely, what has Congress done, and what power has Congress had to do what it has done?

The position of the state is stated with perfect accuracy by the Supreme Court of the state. The state made no contract. It was not necessary for it to do so. The state would necessarily be controlled by the valid exercise

of power by Congress. It appears to us that the following propositions are decisive of this case.

POWER OF CONGRESS PLENARY.

Congress has plenary power over the property of the Indians and of the Indian tribes, and has the right to amend the Atoka Agreement and supplenmental agreement, not only by the Act of May 27, 1908, but by the Act of April 26, 1908, as well.

> Lone Wolf vs. Hitchock 187 U. S., 553;
> Stevens, et al. vs. Cherokee Nation, 174 U. S., 445;
> Marchie Tiger vs. Western Investment Company, et al., Last Term.

THE STATE MADE NO CONTRACT.

The State of Oklahoma, neither by its constitution nor by its ordinance irrevocable made a contract as to tax exemption. To this effect see Gleason vs. Wood., 114 Pac., 703, where the court used this language:

> "On Oklahoma coming in as a state, it yielded the right to the federal government to legislate as to this property, of either absolving it from taxation or, by removing the exemption, thereby bringing it within the operation of the general taxing system of the state. When, therefore, Congress acted and the exemption was removed, the state's power to tax by operation of law immediately attached. This, it occurs to us, is the extent, force, and effect of the provisions of the Enabling Act

and the Constitution. The state entered into no contract with the Indian tribes or the members thereof. It made no agreement and it received naught from them as a consideration, for the relief which they here demand. Its sole contract in reference to these matters was with Congress, wherein it agreed that it would recognize and respect its legislation. So long as Congress maintained the laws under which these lands were exempt, the state under this agreement was required to recognize the same; but when Congress repealed them, and rendered the lands the same as those of all other citizens of the state, there was no broken pledge on its part when it enforced the same laws with reference to those lands that it did on those of all others."

The state decision as to the existence of a contract is binding upon this court (Wailes vs. Smith, 157 U. S., 271), and also the state decision as to the meaning of the constitution is binding upon this court, Moffitt, et al. vs. Kelly, 218 U. S., 400, holding that the inheritance law of California did not vitiate the right of the wife in the others property. The ordinance irrevocable has nothing to do with this matter (Coyle vs. Smith, et al. Last Term). As far as the state is concerned the existence of its contract is not a question reviewable in this court. A standard authority has said:

> "Where the highest court of a state having jurisdiction of a subject decides against the plaintiff in rendering a judgment, and also decides against the plaintiff in error upon an independent ground not involving a federal question and broad enough to maintain in the judgment, the writ of

error must be dismissed without considering the federal question."

Jurisdiction and Procedure of the United States Supreme Court, Taylor, Section 240.

The state court having decided that the state made no contract, that ground was broad enough to rest the judgment upon without a consideration of whether the contract was broken.

IF A CONTRACT BETWEEN A STATE AND THE UNITED STATES, THE LATTER ONLY CAN COMPLAIN OF ITS BREACH.

It is very clear that if there was a contract it was only between the United States and the state. Nothing is pleaded to show any contract between he state and the plaintiffs in error, therefore, if there has been a breach of the alleged contract, the parties to that contract are the only persons who can complain of the breach.

Walsh vs. Columbus, Hocking Valley and Athens Railroad Co., 176 U. S. 469.

INDIVIDUAL INDIANS CANNOT COMPLAIN OF BREACH.

Further, if there was a contract, it was made between the United States and the Indian nations, and in no event could the plaintiffs substitute themselves in the shoes, with the rights, of the Choctaw and Chickasaw Indians. The grant of land to the Choctaw and Chickasaw Nations was to them as nations, in which no individuals could have any individual rights.

Fleming vs. McCurtain, 215 U. S., 56.

Each of these points appears decisive of this case. We, therefore, respectfully urge that the appeal should be dismissed and the decision of the lower court affirmed.

CHAS. WEST,
Attorney General of the State of Oklahoma,
For Defendants in Error.

CHOATE *v.* TRAPP, SECRETARY OF THE STATE BOARD OF EQUALIZATION OF OKLAHOMA.

ERROR TO THE SUPREME COURT OF THE STATE OF OKLAHOMA.

No. 809. Argued February 23, 1912.—Decided May 13, 1912.

There is a broad distinction between the power to abrogate a statute and to destroy rights acquired under it; and while Congress, under its plenary power over Indian tribes, can amend or repeal an agreement by a later statute, it cannot destroy actually existing individual rights of property acquired under a former statute or agreement.

The individual Choctaw and Chickasaw Indian had no title or enforcible right in tribal property, but Congress recognized his equitable interest therein in the Curtis Act of June 28, 1898, 30 Stat. 505, and offered to give to him in consideration of his consenting to the distribution an allotment of non-taxable land; and the acceptance of the patent by each member of the tribe was on the consideration of relinquishment of his interest in the unallotted tribal property.

A patent for an Indian allotment containing an agreement assenting to the plan of distribution, like a deed poll, bound the grantee, although not signed by him, and the benefits constituted the consideration for the rights waived.

The tax exemption in the patents for Indian allotments under the Curtis Act was not a mere safeguard against alienation, and did not fall with the removal of restrictions from alienation by the act of May 27, 1908, 35 Stat. 312.

The removal of restrictions on alienation of Indian allotments falls within the power of Congress to regulate Indian affairs, but the provision for non-taxation is a property right and not subject to action by Congress.

The non-taxation provisions as to Indian allotted lands in the Curtis Act gave a property right to the allottees, and was binding on the State of Oklahoma.

Patents issued in pursuance of statute are to be construed in connection with the statute, and those issued to allottee Indians under the Curtis Act gave the allottees as good a title to the exemption from taxation as to the land itself; and the tax exemption constituted property of which the patentees could not, under the Fifth Amendment, be deprived without due process of law.

An exemption from taxation, of land allotted to Indians in pursuance of an agreement to distribute the tribal property, will not be construed strictly, as a gratuitous exemption to a public service corporation is ordinarily construed, but will be construed liberally under the rule that all contracts with Indians are so construed.

The tax exemption provisions of the patents to Indian allottees under the Curtis Act attached to the land for the limited period of the exemption.

Indians are not excepted from the protection guaranteed by the Federal Constitution, but their rights are secured and enforced to the same extent as those of other residents or citizens of the United States.

Tiger v. *Western Investment Co.*, 221 U. S. 286, distinguished as not involving property rights but only the right of Congress to extend the period of disability to alienate the allotments, and as not intimating that Congress could by its wardship lessen any rights of property actually vested in the individual Indian by prior laws or contracts.

Oklahoma by its constitution has recognized the tax exemption in the patents of allottee Indians, and, as a vested right, it cannot be abrogated by statute.

28 Oklahoma, 517, reversed.

THE facts, which involve the taxability of Choctaw and Chickasaw Indian allotted lands in Oklahoma while in possession of the allottees, are stated in the opinion.

Mr. Joseph W. Bailey, with whom *Mr. J. F. McMurray* and *Mr. W. A. Ledbetter* were on the brief, for plaintiff in error.

Mr. Charles West, Attorney General of the State of Oklahoma, for defendants in error.

MR. JUSTICE LAMAR delivered the opinion of the court.

The eight thousand plaintiffs in this case are members of the Choctaw and Chickasaw tribes. Each of them holds a patent to 320 acres of allotted land issued under the terms of the Curtis Act (June 28, 1898, 30 Stat. 495, 507, c. 517), which contained a provision "that the land should be non-taxable" for a limited time. Before the expiration of that period the officers of the State of Oklahoma instituted proceedings with a view of assessing and collecting taxes on these lands lying within that State. The plaintiffs' application for an injunction was denied.

In order to understand the issues presented by the writ of error it is necessary to refer, as briefly as possible, to certain well-known facts, and to material portions of lengthy statutes, under which the tribal property of the Choctaws and Chickasaws was divided in severalty among their members.

The Five Civilized Tribes owned immense tracts of land in territory that is now embraced within the limits of the State of Oklahoma. The legal title was in the Tribes for the common use of their members. But the fact that so extensive an area was held under a system that did not recognize private property in land, presented a serious obstacle to the creation of the State which Congress desired to organize for the government and development of that part of the country. And, with a view of removing these difficulties, it provided (March 3, 1893, 27 Stat. 612, 645, c. 209) for the appointment of the Dawes Commission, authorizing it to enter into negotiations with these Tribes for the extinguishment of their title, either by cession to the United States or by allotment, in severalty, among their members. As might have been anticipated, the Commission found that many of the Indians were greatly opposed to any change. "Some of them held passionately to their institutions from custom

and patriotism, and others held with equal tenacity because of the advantages and privileges they enjoyed." (20 H. R. Doc., 1903–4, p. 1.) After several years of negotiations their opposition was so far overcome that provisional agreements were made which contemplated most radical changes in the political and property rights of the Indians.

On April 23, 1897, the Dawes Commission and the Choctaw and Chickasaw representatives made what is known as the Atoka Agreement. It was incorporated bodily into the Curtis Act of June 28, 1898 (30 Stat. 505), and was modified by the act of July 1, 1902 (32 Stat. 641, 657, c. 1362).

These two acts, containing what is known as the Atoka Agreement and the Supplemental Agreement, provided that Indian laws and courts should be at once abolished; that there should be an enrollment of all the members of the tribe; and that the members of the two tribes should become citizens of the United States.

It was also provided, as appears from extracts copied in the margin,[1] that each member of the tribe should have

[1] That all the lands allotted shall be non-taxable while the title remains in the original allottee, but not to exceed 21 years from date of patent, and each allottee shall select from his allotment a homestead of 160 acres, for which he shall have a separate patent, and which shall be inalienable for 21 years from date of patent. . . . The remainder of the lands allotted to such members shall be alienable for a price to be actually paid . . . one-fourth in one year, one-fourth in three years and the balance of said alienable lands in five years from date of patent. . . . The United States shall put each allottee in possession of his allotment. . . . That, as soon as practicable after the completion of said allotment, the chiefs of the two nations shall deliver to each of the allottees patents conveying to him all the right, title and interest of the Choctaws and Chickasaws in and to the land which shall have been allotted to him in conformity with the requirements of this agreement. . . . Said patent shall be framed in accordance with the provisions of this agreement. . . . And the acceptance of his patent by said allottee shall be operative as an

allotted to him his share of the land—all of which "shall be non-taxable while the title remains in the original allottee;" that a part of the land could be sold after one year and all of it sold after five years; that the patents issued to the allottee "should be framed in conformity with the provisions of the Agreement," and that the acceptance of such patent should be operative as an assent on his part to the allotment of all land of the tribes in accordance with the provisions of the Agreement, and as a relinquishment of all his interest in other parts of the common property.

The complaint does not state when the plaintiffs received their patents, but the report of the Dawes Com-

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assent on his part to the allotment and conveyance of all the lands of the Choctaws and Chickasaws in accordance with the provisions of this agreement, and as a relinquishment of all his right, title and interest in and to any and all parts thereof, excepting the land embraced in said patent, and excepting also his interest in the proceeds of all lands, coal and asphalt herein excepted from allotment. (Atoka Agreement, 30 Stat. 507.)

There shall be allotted to each member of the Choctaw and Chickasaw Tribes, as soon as practicable after the approval by the Secretary of the Interior of his enrollment as herein provided, land equal in value to 320 acres of the average allottable land of the nation, . . . Each member of said tribes shall at the time of the selection of his allotment, designate as a homestead out of the said allotment land equal in value to 160 acres of the average allottable land of the Choctaw and Chickasaw Nation, as near as may be, which shall be inalienable during the lifetime of the allottee, not exceeding 21 years from the date of the certificate of allotment, and a separate certificate and patent shall issue for said homestead. (642.)

All lands allotted to the members of said tribes, except such land as is set aside to each for a homestead as herein provided, shall be alienable after the issuance of patent as follows:

One-fourth in acreage in one year, one-fourth in acreage in three years, and the balance in five years; in each case from the date of patent; provided that such land shall not be alienable by allottee, or his heirs, at any time before the expiration of the Choctaw and Chickasaw tribal government for less than its appraised value. (643.)

mission for the year ending June 1, 1904 (20 H. R. Doc., 27–42), shows that the enrollment and allotment had so far progressed as to make it fair to assume that most, if not all, of the patents had been issued, and that much of the land was alienable and all of it was non-taxable when, on November 16, 1907, Oklahoma was admitted into the Union. The constitution of that State provided that all existing rights should continue as if no change in government had taken place, and that property exempt from taxation by virtue of treaties and Federal laws should so remain during the force and effect of such treaties or Federal laws.

No taxes were assessed against the lands of the plaintiffs for the year 1907, but on May 27, 1908 (35 Stat. 312, c. 199), Congress passed a general act removing restrictions from the sale and encumbrance of land held by Indians of the class to which the plaintiffs belong. Another section provided that lands from which restrictions had been removed should be subject to taxation.

Thereupon proceedings were instituted by the State of Oklahoma with a view of assessing the plaintiffs' lands for taxes. This they sought to enjoin, but their complaint was dismissed on demurrer. The case was carried to the Supreme Court of the State which held that Oklahoma was not a party to any contract with the Indians; that the United States, by virtue of its governmental power over the Indians, could have substituted title in severalty for ownership in common without plaintiffs' consent and that, for want of a consideration, the provision that the land should be non-taxable was not a contract, but a mere gratuity which could be withdrawn at will. The court thereupon overruled plaintiffs' contention that they had a vested right of exemption which prevented the State from taxing the land at this time and dismissed their suit.

1. There are many cases, some of which are cited in the opinion of the Supreme Court of Oklahoma (*Thomas* v.

Gay, 169 U. S. 264, 271; *Lone Wolf* v. *Hitchcock*, 187 U. S. 553, 565), recognizing that the plenary power of Congress over the Indian Tribes and tribal property cannot be limited by treaties so as to prevent repeal or amendment by a later statute. The Tribes have been regarded as dependent nations, and treaties with them have been looked upon not as contracts, but as public laws which could be abrogated at the will of the United States.

This sovereign and plenary power was exercised and retained in all the dealings and legislation under which the lands of the Choctaws and Chickasaws were divided in severalty among the members of the Tribes. For, although the Atoka Agreement is in the form of a contract it is still an integral part of the Curtis Act, and, if not a treaty, is a public law relating to tribal property, and as such was amendable and repealable at the will of Congress. But there is a broad distinction between tribal property and private property, and between the power to abrogate a statute and the authority to destroy rights acquired under such law. *Reichert* v. *Felps*, 6 Wall. 160. The question in this case, therefore, is not whether the plaintiffs were parties to the Atoka Agreement, but whether they had not acquired rights under the Curtis Act which are now protected by the Constitution of the United States.

2. The individual Indian had no title or enforcible right in the tribal property. But as one of those entitled to occupy the land he did have an equitable interest, which Congress recognized and which it desired to have satisfied and extinguished. The Curtis Act was framed with a view of having every such claim satisfactorily settled. And though it provided for a division of the land in severalty, it offered a patent of non-taxable land only to those who would relinquish their claim in the other property of the Tribe formerly held for their common use. For, the Atoka Agreement, after declaring that "all land

allotted should be non-taxable," stipulated further that each enrolled member of the Tribes should receive a patent framed in conformity with the Agreement, and that each Choctaw and Chickasaw who accepted such patent should be held thereby to assent to the terms of this Agreement and to relinquish all of his right in the property formerly held in common.

There was here, then, an offer of non-taxable land. Acceptance by the party to whom the offer was made, with the consequent relinquishment of all claim to other lands furnished a part of the consideration, if, indeed, any was needed, in such a case, to support either the grant or the exemption. *Wisconsin &c. R. R.* v. *Powers*, 191 U. S. 379, 386; *Home* v. *Rouse*, 8 Wall. 430, 437; *Tomlinson* v. *Jessup*, 15 Wall. 454, 458. Upon delivery of the patent the agreement was executed, and the Indian was thereby vested with all the right conveyed by the patent, and, like a grantee in a deed poll, or a person accepting the benefit of a conveyance, bound by its terms, although it was not actually signed by him. *Keller* v. *Ashford*, 133 U. S. 610, 621; *Hendrick* v. *Lindsay*, 93 U. S. 143.

As the plaintiffs were offered the allotments on the conditions proposed; as they accepted the terms and, in the relinquishment of their claim, furnished a consideration which was sufficient to entitle them to enforce whatever rights were conferred, we are brought to a consideration of the question as to what those rights were.

3. On the part of the State it is argued that there was, in fact, no tax exemption, but that that provision was only intended to guard absolutely against alienation of the land, whether for taxes, or at judicial sale, or by private contract. In other words, it is said that the tax exemption was only an additional prohibition against a sale, so that when the restrictions against alienation were removed by the act of 1908 (35 Stat. 312), the provision as to non-taxability went as a necessary part thereof.

But the exemption and non-alienability were two separate and distinct subjects. One conferred a right and the other imposed a limitation. The defendant's argument also ignores the fact that, in this case, though the land could be sold after five years it might remain non-taxable for 16 years longer, if the Indian retained title during that length of time. Restrictions on alienation were removed by lapse of time. He could sell part after one year, a part after three years and all except homestead after five years. The period of exemption was not co-incident with this five-year limitation. On the contrary the privilege of non-taxability might last for 21 years, thus recognizing that the two subjects related to different periods and that neither was dependent on the other. The right to remove the restriction was in pursuance of the power under which Congress could legislate as to the status of the ward and lengthen or shorten the period of disability. But the provision that the land should be non-taxable was a property right, which Congress undoubtedly had the power to grant. That right fully vested in the Indians and was binding upon Oklahoma. *Kansas Indians*, 5 Wall. 737, 756; *United States* v. *Rickert*, 188 U. S. 432.

4. The record contains no copy of any of the patents under which the plaintiffs hold. But the act provided that they should be framed in conformity with the Atoka Agreement. Those who signed the patent could not convey more rights than were granted by that part of the Curtis Act, nor could they, by omission, deprive the patentee of any exemption to which he was thereby entitled. The patent and the legislation of Congress must be construed together, and when so construed they show that Congress, in consideration of the Indians' relinquishment of all claim to the common property, and for other satisfactory reasons, made a grant of land which should be non-taxable for a limited period. The patent issued in

pursuance of those statutes gave the Indian as good a title to the exemption as it did to the land itself. Under the provisions of the Fifth Amendment there was no more power to deprive him of the exemption than of any other right in the property. No statute would have been valid which reduced his fee to a life estate, or attempted to take from him ten acres, or fifty acres, or the timber growing on the land. After he accepted the patent the Indian could not be heard, either at law or in equity, to assert any claim to the common property. If he is bound, so is the tribe and the Government when the patent was issued.

5. It is conceded that no right which was actually conferred on the Indians can be arbitrarily abrogated by statute. But as it is claimed that he, in fact, acquired no valid exemption, since it stands on a different footing from the grant of the land itself; and that, though the provision of non-taxability added to the value of the property, it can be withdrawn because, if not a gratuity, it is at least subject to the general rule that tax exemptions are to be strictly construed and are subject to repeal unless the contrary clearly appears. *Welch* v. *Cook*, 97 U. S. 541; *Christ Church* v. *Philadelphia*, 24 How. 300; *Wisconsin &c. R. R.* v. *Powers*, 191 U. S. 379; *Tucker* v. *Ferguson*, 22 Wall. 527; *West Wisconsin Ry.* v. *Board of Supervisors*, 93 U. S. 595, are cited in support of this proposition. Some of these cases construe general statutes containing, not a grant, but an offer of exemption to such companies as should do certain work or build certain lines of road before a given date. They hold that a statute making such an offer might be repealed even as against those companies which actually built in reliance on its terms. But these rulings are based on the theory that "the legislature was not making promises, but framing a scheme of public revenue and public improvement," (*Wisconsin &c.* v. *Powers*, 191 U. S. 387). The companies gave nothing and the State received nothing in exchange for the offer. There

was no consideration moving from one to the other. Such exemption was a mere bounty, valuable as long as the State chose to concede it, but as tax exemptions are strictly construed, it could be withdrawn at any time the State saw fit.

6. But in the Government's dealings with the Indians the rule is exactly the contrary. The construction, instead of being strict, is liberal; doubtful expressions, instead of being resolved in favor of the United States, are to be resolved in favor of a weak and defenseless people, who are wards of the nation, and dependent wholly upon its protection and good faith. This rule of construction has been recognized, without exception, for more than a hundred years and has been applied in tax cases.

For example, in *Kansas Indians*, 5 Wall. 737, 760, the question was whether a statute prohibiting levy and sale of Indian lands prevented a sale for state taxes. The rule of strict construction would have compelled a holding that the property was liable. But Mr. Justice Davis, in speaking for the court, said that "enlarged rules of construction are adopted in reference to Indian treaties." He quoted from Chief Justice Marshall, who said that "The language used in treaties with the Indians shall never be construed to their prejudice, if words be made use of susceptible of a more extending meaning . . ." Again, in *Jones* v. *Meehan*, 175 U. S. 1, it was held that "Indian treaties must be construed, not according to the technical meaning of their words, but in the sense in which they would naturally be understood by the Indians." In view of the universality of this rule, Congress is conclusively presumed to have intended that the legislation under which these allotments were made to the Indians should be liberally construed in their favor in determining the rights granted to the Choctaws and Chickasaws.

The provision that "all land shall be non-taxable" naturally indicates that the exemption is attached to the

land—only an artificial rule can make it a personal privilege. But if there is any conflict between the natural meaning and the technical construction,—if there were room for doubt, or if there were any question as to whether this was a personal privilege and repealable, or an incident attached to the land itself for a limited period, that doubt, under this rule, must be resolved in favor of the patentee.

The decision in *New Jersey* v. *Wilson*, 7 Cranch, 164, is directly in point here and especially as to the quality of the exemption. It appeared there that the Delaware Indians had claims to lands in that State lying south of the River Rariton. An agreement for a release of the claim was made between the Commissioners and the Indians, under which the latter were to receive a conveyance to a large body of land in fee. The agreement was approved by the State by an act which, among other things, declared that the land "should not hereafter be subject to any tax." The Indians, after many years, sold the land, and the State subsequently passed a statute repealing the exemption. This court, speaking by Chief Justice Marshall, held that "every requisite to the formation of a contract is found in the proceedings between the then colony of New Jersey and the Indians. The subject was a purchase on the part of the Government of extensive claims of the Indians, the extinguishment of which would quiet the title to a large portion of the province. A proposition to this effect was made, the terms stipulated, the consideration agreed upon, which is a tract of land with the privilege of exemption from taxation; and then, in consideration of the arrangement previously made, one of which this Act of Assembly is stated to be, the Indians executed their deed of cession. This is certainly a contract clothed with forms of unusual solemnity. The privilege, though for the benefit of the Indians, is annexed by the terms which create it, to the land itself, not to their persons." And it was thereupon held that the right was not affected by the

later statute repealing the exemption. The case here is much stronger. For the tax exemption, which adds value to the property, is not perpetual, but is attached to the land only so long as the Indian retains the title, and in no event to exceed twenty-one years. It is property, and entitled to protection as such, unless the fact that the owner is an Indian subject to restrictions as to alienation made a difference.

7. There have been comparatively few cases which discuss the legislative power over private property held by the Indians. But those few all recognize that he is not excepted from the protection guaranteed by the Constitution. His private rights are secured and enforced to the same extent and in the same way as other residents or citizens of the United States. *In re Heff*, 197 U. S. 488, 504; *Cherokee Nation* v. *Hitchcock*, 187 U. S. 294, 307; *Smith* v. *Goodell*, 20 Johns. (N. Y.) 188; *Lowry* v. *Weaver*, 4 McLean, 82; *Whirlwind* v. *Von der Ahe*, 67 Mo. App. 628; *Taylor* v. *Drew*, 21 Arkansas, 485, 487. His rignt of private property is not subject to impairment by legislative action, even while he is, as a member of a tribe and subject to the guardianship of the United States as to his political and personal status. This was clearly recognized in the leading case of *Jones* v. *Meehan*, 175 U. S. 1. There it appeared that an Indian Chief owned in fee land which fronted on a stream. The chief died, and in 1891 his son and heir, during the continuance of the tribal organization, let the land to Meehan for ten years. In 1894 he again let the same property to Jones for twenty years. In that year the Secretary of the Interior was authorized by Congress to approve the lease to Jones if the latter would increase the rental. This he did, and with the assent of the Indian and the Secretary of the Interior a lease was made to Jones. In the litigation which followed Meehan relied on the first contract made in the exercise of the Indian's right of private ownership. Jones relied on that made

under congressional authority, and although the Indian was a member of the tribe and much more subject to legislative power than these plaintiffs, the court held that the subsequent act could not relate back so as to interfere with the right of property which the Indian possessed and conveyed as an owner in fee, and while Congress had power to make treaties, it could not affect titles already granted by the treaty itself.

Nothing that was said in *Tiger* v. *Western Investment Co.*, 221 U. S. 286, is opposed to the same conclusion here. For that case did not involve property rights, but related solely to the power of Congress, to extend the period of the Indian's disability. The statute did not attempt to take his land or any right, member or appurtenance thereunto belonging. It left that as it was. But, having regard to the Indian's inexperience, and desiring to protect him against himself and those who might take advantage of his incapacity, Congress extended the time during which he could not sell. On that subject, after calling attention to the fact that "Tiger was still a ward of the Nation, so far as the alienation of these lands was concerned, and a member of the existing Creek Nation," it was said that "Incompetent persons, though citizens, may not have the full right to control their property," and that there was nothing in citizenship incompatible with guardianship, or with restricting sales by Indians deemed by Congress incapable of managing their estates.

But there was no intimation that the power of wardship conferred authority on Congress to lessen any of the rights of property which had been vested in the individual Indian by prior laws or contracts. Such rights are protected from repeal by the provisions of the Fifth Amendment.

The constitution of the State of Oklahoma itself expressly recognizes that the exemption here granted must be protected until it is lawfully destroyed. We have seen that it was a vested property right which could not be

abrogated by statute. The decree refusing to enjoin the assessment of taxes on the exempt lands of plaintiffs must therefore be reversed, and the case remanded for further proceedings not inconsistent with this opinion.

Reversed.